

**COMPETITIVE BIDDING NOTICE
INVITATION TO BID**

The County of Waller proposes to purchase the following items on competitive bid:

DEBRIS REMOVAL, REDUCTION & DISPOSAL

Bids will be received by the Waller County Auditor, Alan Younts, until 2:00 p.m., November 21, 2016 in the office of County Auditor at 836 Austin Street, Suite 221, Hempstead, Texas 77445. Bids shall be opened by the County Official who makes Purchases for the County at 9:00 a.m. November 23, 2016, in the Waller County Courtroom, Hempstead, Texas 77445. The Court shall award the contract on December 14, 2016, at 9:00 a.m., in the Waller County Courtroom, during open session of Commissioners' Court to the responsible bidder who submits the lowest and best bid.

A contract shall not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award, and is given an opportunity to appear before the Commissioners' Court and present evidence concerning the lower bidder's responsibility.

Bid award shall be based on either unit price or lump sum as indicated on the BID SHEET.

Method of payment will be by check upon completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Specifications and Bid Forms may be downloaded from the Waller County web site or obtained in the office of the County Auditor by applying to:

ALAN YOUNTS
County Auditor
836 Austin Street, Suite 221
Hempstead, Texas 77445

GENERAL REQUIREMENTS

VENDOR INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

BID RETURNS

Bidder must return all completed bids to the Waller County Auditor's office at 836 Austin Street, Suite 221, Hempstead, Texas 77445 before 2:00 P.M. by the time clock in the County Auditor's office. BIDS RECEIVED AFTER 2:00 P.M. DEADLINE WILL BE MARKED AS SUCH.

BID FORM COMPLETION

Fill out completely and return **ONE ORIGINAL AND TWO (2)** copies of bid forms, in a sealed envelope plainly identified as **Bid on Debris Removal, Reduction & Disposal** to the office of the County Auditor. An authorized company representative must sign and have notarized the **CERTIFICATION AND COMPLIANCE** and the **BIDDERS CERTIFICATE** as part of the Bid forms. The **TERM CONTRACT** shall be signed when bid is submitted or at the time bid is awarded in court.

AWARD

Waller County reserves the right to award this contract **TO THE RESPONSIBLE BIDDER WITH THE LOWEST AND BEST BID** as determined by the County in accordance with laws of the State of Texas, to waive any formality or irregularity, to make award to more than one bidder, to reject all bids or require new bids if in the best interest of the County. By law, Waller County is not obligated to accept a non-compliant bid.

CONTRACT FULFILLMENT

Waller County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Waller County. All supplemental agreements are subject to approval by the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Special Provisions and Requirements.

PRICING:

Waller County will ordinarily accept certifiable price increases during the term of this contract.

However, the contractor must petition the County Auditor in writing 45 days prior to the price increase becoming effective. Within those 45 days, the Auditor will notify the County Engineer of the petition and it will be determined whether the Waller County Commissioners' Court accepts the price increase or rejects it. Within 45 days of the petition, the Bidder will be sent, via certified mail, hand delivery or fax, notice of acceptance or rejection of the increase. If it is accepted, an addendum to the contract will be generated and attached to the contract. If it is rejected, the Bidder has 10 days to make a determination between the two options:

1. to continue the work under the provisions of the original contract; or
2. to terminate the contract.

If the bidder chooses option 1, the contract continues in the usual manner. If option 2 is chosen, the contract continues until the original 45-day period of time is completed. The County must go out for bids again. At that time, the Bidder can submit a bid packet for the work or supplies.

TERMINATION OF AGREEMENT:

This contract may be terminated by Waller County, at its option, upon 15 days notice in writing. It may also be terminated if the price increase petition submitted by the Bidder is rejected and the Bidder does not wish to continue working under the provisions of the original contract. (Bidder must continue working under the original contract for the 45-day period after submission of the price increase petition).

The contract may also be terminated by Bidder upon 45 days notice of termination from the bidder.

REQUEST FOR PROPOSAL

FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL

DUE: November 21, 2016 @ 2:00P.M.

BIDDING CONDITIONS/SPECIFICATIONS

This Request for Proposal is in response and to provide assistance to (Contracting Agency) Waller County, including various municipalities within the County of Waller from the effects of the Storm declared a Federal Disaster by President _____ (FEMA NO. _____.)

The purpose of this contract is to provide site management, removal and reduction of flood debris to include segregation and final disposal. All bids must be submitted in a sealed envelope clearly marked with the bid name. Bid due date and Closing time will be strictly enforced.

The bidder agrees, if this bid is accepted, to furnish any and all equipment, materials and labor, upon which prices are offered, at the prices and upon the terms and conditions contained in the specifications.

The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of Waller County.

By submitting a bid, the vendor hereby agrees to all of the terms and provisions of the specifications and to all terms and provisions of the contract.

The successful bidder must submit insurance certificates, including workmen's compensation, to the specifications of Waller County, and in accordance to the State of Texas prior to any services rendered, and these shall remain in effect during the life of this contract. The County of Waller shall be named as the additional insured.

All bidders must be licensed to do business in the State of Texas. The successful bidder must obtain all licenses and permits required by the State, County and the involved municipalities prior to execution of this contract.

The bidder must not be debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

This contract may be terminated at any time based upon nonperformance or unsatisfactory performance by the contractor. Waller County will not pay for work, equipment or supplies which are unsatisfactory. The successful bidder will be given a reasonable opportunity prior to termination to correct any deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance.

The Bid Award shall be based upon, but not necessarily limited to, the following factors:

- A. Contractor's Experience
- B. References for Disaster Recovery
- C. Equipment
- D. Financial Stability
- E. Cost

BONDING

A payment and performance bond of \$1,000,000.00 or 100% of the contract total is required upon the condition of the acceptable performance of the work in accordance with the plans, specifications and contract documents. Said bond shall be solely for the protection of Waller County. The payment and performance bond is solely for the protection of all claimants supplying labor and materials as hereinafter defined, in the prosecution of the work provided for in said contract, for the use of each such claimant. Notwithstanding any provision in this act or in the local government code, if the governmental authority fails to obtain from the Prime Contractor a payment bond in compliance with this act covering a contract in excess of \$25,000.00, the authority is subject to the same liability as that of the surety who had issued a valid bond if the authority had complied with this section, and claimant is entitled to a lien on funds due.

SCOPE OF WORK

_____ (The Contractor) shall provide all management, supervision, labor, machines, tool and equipment necessary to accept, process, reduce, incinerate and dispose of disaster related debris. The debris to be processed consists primarily of burnable debris, with variable amounts of non-burnable included. Contractor is required to segregated flood debris.

_____, The Contractor is responsible for debris removal from the area(s), within Waller County. This includes removal of eligible debris from public streets and right-of-ways (including debris removed from private property by residents and deposited at the curb) as per the map attached to the RFP.

This is a unit price based contract, and, except where an hourly rate is expressly provided herein in connection with demolition on private property, Contractor shall only be paid based upon actual cubic yards of eligible debris delivered to the dumpsite identified previously (i.e., maps, etc.).

_____, The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

The work shall consist of clearing, separating, and removing any and all "eligible debris" (see definitions of eligible debris) from the right-of-way ("ROW") of streets and roads, and private property as directed by the Contracting Agency. Work will include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable 2) loading and sort the debris 3) hauling the debris to an approved dumpsite or landfill and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Burnable debris will be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable will be kept to a minimum. Mixed loads of burnable and non-burnable shall be hauled to and dumped at the dumpsite or landfill approved for non-burnable debris.

Debris removal shall include all eligible debris found on the ROW, and private property within the area designated by Waller County and may specify any eligible debris within the ROW, and private property which should not be removed, or which should be removed at a later time. The Contractor shall make a minimum of two passes through the designated area, or more if mutually agreed upon by the Contractor and Waller County. The contractor shall not move from one designated area to another designated area without prior approval from Waller County.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or any public utilities.

The Federal, State and local governments (including, but not limited to), that of the Contracting Agency and any agencies thereof shall have the right to inspect the site, verify quantities and review operations under this contract at any time.

All work shall be accomplished in a safe manner in accordance with EM 385-1-1. All LOAD TICKETS (attached) will be furnished for record keeping and recording volumes of debris removal Load tickets will be issued by a COR to a vehicle operator upon arrival at the dumpsite. The COR will keep one copy of the ticket, and give two copies to the vehicle operator for the records of the Contractor.

Debris Classification

Eligible Debris. Debris that is within the scope of this contract falls under three possible classifications: Burnable, Non-Burnable and Recyclable. Debris that is classified as Household Hazardous Waste ("HHW") and debris that consists solely of major household appliances/White Metal is not to be loaded and transported to dumpsite under this contract, but shall be sorted, separated and placed on ROW by Contractor where such debris is the responsibility of the contracting agency.

Burnable Debris. Burnable debris includes all biodegradable matter except that included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs, broken, partially broken and severed tree limbs, untreated structural timber, untreated wood products and brush.

Non-burnable Debris. Non-burnable debris includes, but is not limited to treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials, metal products (i.e., mobile trailer parts, household appliances (white goods) and similar items), or uncontaminated soil, roofing materials and carpeting.

DUMPSITE

The contractor shall use only Designated Landfill which has been approved and designated by Waller County. The contractor shall haul non-burnable debris to Designated Landfill and burnable debris to the same landfill unless otherwise designated by the contracting agency.

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

The contracting agency makes non representations regarding the turnaround time at the dumpsites.

PERFORMANCE SCHEDULE

The Contractor shall commence performance within 24 Hours of a Notice to Proceed. The Contractor shall, with the CORs direction, provide a work plan showing where operations will begin and which streets/roads will be cleared. Maximum allowable time for completion will be 30 calendar days, unless the Contracting Agency initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law. Working hours will be seven days per week, 12 hours per day. Liquidated damages shall be assessed at \$1000.00 per calendar day for any time over the maximum allowable time established by the contract.

EQUIPMENT

All trucks and other equipment shall be in compliance with all applicable Federal, State, tribal and local rules and regulations. Any truck used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity and measured and marked for its load capacity.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. The Contracting Officer's representative must approve all requests for extensions. Equipment will be inspected prior to its use by the _____ COR.

Trucks and other heavy equipment designated for use under this contract shall be equipped with proper signs. Prior to commencing debris removal operations, The Contractor shall present to the County's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity in cubic yards will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.

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

Unless otherwise specified, equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (60 CY and up) and non-rubber tired equipment must be approved by Waller County.

REPORTING

_____, The Contractor, shall submit a report to the COR during each day of the term of the contract. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Crew
- Location of work
- Day of Report
- Daily and cumulative totals of debris removed, by category

Discrepancies between the daily report and the corresponding load tickets will be reconciled in a timely manner.

OTHER CONSIDERATIONS

The contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the contractor.

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

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

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

The Contracting Agency shall be responsible for the payment of all tipping fees incurred at approved dumpsites in connection with the work performed under this contract.

All activity associated with getting and loading debris shall be performed during visible daylight hours only. Hauling debris to approved dumpsites is allowed between dawn and dusk. The Contractor may work these hours seven (7) days per week, including holidays.

The Contractor shall and does, assume responsibility and liability for any damage, loss, or injury (including death), of any kind whatsoever to persons or property, including employees and property of the County, caused by or resulting from any error or omission of the contractor, its employees, agents, officers or subcontractors (or their officers, agents, servants, or employees), or negligent act of the Contractor, its employees, agents, servants, or employees or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this contract. The Contractor shall defend, indemnify and hold harmless the County, its officers, agents, servants and employees, and the Federal and State governments from and against any and all claims, loss, damage, charge or expense to which they or any of them may be put or subjected to by reason of any such damage, loss or injury. The contractor expressly agrees to defend against any claims brought or actions filed against the County, its officers, agents, servants, or employees, or the Federal or State Government where such claims or actions are rightfully or wrongfully brought or filed and whether such claims or actions are rightfully or wrongfully brought or filed and whether such claims or actions have a basis in fact.

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

Work shall be accomplished in a safe manner in accordance with EM 385-1-1.

MEASUREMENT

Measurement for burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Measurement will be documented by load tickets.

Measurement for non-burnable debris removed will be by the cubic yard as predetermined through truck bed measurement. Trucks with less than full capacities will be adjusted down by visual inspection by the COR. Load tickets will document measurement

PAYMENT

Payment for the removal of burnable debris (including stumps 24 inches and smaller) to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for Burnable Debris (Vegetative debris).

Payment for the removal of non-burnable debris to include all cost associated with loading, hauling and dumping will be paid for under the contract bid item for Non-burnable Debris (Construction & Demolition (C&D) , paragraph (1) of Contractor's letter/bid proposal.

Payment for Demolition and Flag crews only shall be on an hourly basis at the rate provided, provided that Demolition work must be approved by the contracting Agency and is subject to obtaining and scope of Right of Entry to private property from, and any other requirements of FEMA regarding such entry onto private property and eligibility of work performed thereon.

Payment for mobilization and demobilization will be paid for under the contract bid item for Mobilization and Demobilization.

Payment for work completed may be invoiced on a biweekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets.

IN WITNESS THEREOF, the Contractor and Waller County have caused their respective duly authorized officer to set their hands on behalf of the parties to this contract and to affix their respective seals, this the _____ day of _____, 2_____.

For Contracting Agency

For Contractor

Witness

BIDDING SCHEDULE

ITEM	QTY	DESCRIPTION	UNITS	UNIT PRICE
1.		Mobilization & Demobilization	Lump Sum	N/A
2.		Loading/Hauling of Burnable Debris Per CY		
			0-15 miles	\$ _____
			16-30 miles	\$ _____
			31-45 miles	\$ _____
3.		Reduction by Grinding	Per CY	\$ _____
4.		Rehauling of Mulch (if ground)	Per CY	
			0-15 miles	\$ _____
			16-30 miles	\$ _____
			31-45 miles	\$ _____
5.		Reduction by Air Curtain Burning	Per CY	\$ _____

6. LEANERS:

Cutting partially uprooted split trees (leaners) falling partially uprooted of split trees from row or the overhanging portion of the ROW and removing debris:

12-24 " \$ _____ per tree
 24-39" \$ _____ per tree
 40" and above \$ _____ per tree

7. HANGERS:

Removal of dangerous hanging limbs (Hangers) or partially broken limbs from trees in the ROW or limbs overhang rod and removing debris (over 2 ") \$ _____ Per Limb

8. STUMPS: (including backfill of holes)

Per stump 12-24" \$ _____
 Per stump 25-36" \$ _____
 Per stump 37" and above \$ _____

PLEASE COMPLETE AND NOTARIZE THIS FORM TO BE RETURNED WITH YOUR BID.

CERTIFICATION AND COMPLIANCE:

The undersigned Bidder, by signing and executing this bid, certifies and represents to Waller County that the product being offered meets or exceeds all requirements and conditions of this bid document and that they will furnish bid item for the bid price.

Firm Name _____

Signed by _____

(Authorized Agent)

(Address)

(City, State and Zip Code)

Telephone () - _____

Fax Number () - _____

Date _____

STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____ vendor's agent for _____
_____.

BIDDER'S CERTIFICATE

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act as referenced in Government Code Title 10 has been extracted and is as follows:

2252.001

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a Resident bidder of Texas as
(Company Name)
defined in Section 22521.001 Government Code.

Signature

Printed Name

I certify that _____ is a Nonresident bidder as defined in
(Company Name)
Section 2252.001 and our principal place of business is in

_____. (City and State)

Signature

Printed Name

STATE OF TEXAS
COUNTY OF _____

The instrument was acknowledged before me on the _____ day of _____,
20____ by _____ vendor's agent for
_____.

Notary Public's Signature

TERM CONTRACT

STATE OF TEXAS

COUNTY OF WALLER

WHEREAS, the Waller County Commissioners' Court did on _____ award to _____ a contract for _____ in quantities and at the prices therein set out:

and

WHEREAS, it is now desired to enter into a written contract in accordance with said bid and order.

THEREFORE, Know all men by these presents, this contract today is entered into by Waller County, hereinafter called County, and the undersigned bidder, hereinafter called Contractor,

WITNESSETH, that in accordance with the attached specifications in every particular the Contractor will make deliveries in accordance with the terms thereof and the County agrees to make payment for items purchased on appropriate approved purchase orders in accordance with the terms of said specifications which are made a part of this contract as though the same are duly written herein.

IN TESTIMONY WHEREOF: Witness our hands at Hempstead, Texas; this day

_____, County Judge

Contractor

By: _____ (IF THIS

CONTRACT IS WITH A CORPORATION, It must be executed by an officer thereof hereunto duly authorized and the seal of the corporation attached.)

CLERK'S CERTIFICATE

The above and foregoing contract was submitted to the Commissioners' Court by the County Judge and duly approved by it on _____ as shown in Volume _____, Page _____, in the Minutes of said Court.

County Clerk.