

Request for Proposal (“RFP”)

EMERGENCY DEBRIS REMOVAL SERVICES – CUBIC YARD

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Definitions

ASH: Is the residue produced by incineration of burnable, eligible debris.

DEBRIS MANAGEMENT SITE (DMS): An Authority-approved and State-permitted location where eligible debris is temporarily stored until it is sorted and reduced in volume and/or taken to a final disposal location.

DEBRIS MANAGER (DM): Responsible person for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

ELIGIBLE DEBRIS: Woody vegetative yard debris and other disaster related debris that is produced or generated by declared, natural or manmade disasters, is placed at street-side by residents and/or commercial establishments or cleared from rights-of-way located within the Authority contracted areas.

FINAL DISPOSAL SITE: The Authority owned and operated landfill located at 20435 SW 29th Street, Union City, OK 73090.

HAND LOADING: Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand-loading. For example, if a 40 cubic-yard (CY) hand-loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100 percent full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY $\{(40 \text{ CY} / 2) \times 100\}$. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY $\{(40 \text{ CY} / 2) \times 50\}$. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity. FEMA Recovery Policy RP-9523.11.

HAZARDOUS STUMP: When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety. FEMA Recovery Policy RP-9523.11.

HOT SPOTS: Areas within the jurisdiction of Canadian County and selected municipalities within Canadian County where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.

INELIGIBLE DEBRIS: Debris not generated by the declared, natural or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of Authority to collect and dispose.

INSPECTION TOWER: This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen (18) wheel transfer trailer and large enough for at least four (4) people.

LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS: FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

LOAD SITE: The location where eligible debris is collected from public property or public road. The load site may include the debris hauling vehicles, labor, and loading equipment.

LOAD TICKET: A serialized, five-part form used to record and document volumes of eligible debris collected by the Contractor.

MIXED WASTE: The combination of two or more categories of debris shall be considered mixed. This category of waste may require sorting before processing and disposal.

NOTICE TO PROCEED (NTP): Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM is the only person able to issue a NTP on behalf of the Authority unless modified by a written list of persons authorized by the Authority to issue such notice. Written NTP may be delivered to Contractor via fax machine, overnight carrier, delivered in person, or e-mailed to the Contractor representative. Contractor will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP upon execution of the contract.

PASSES: The number of times the Contractor passes through the assigned work zone to collect all eligible debris.

PROJECT MANAGER: A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to the Authority.

RECYCLABLES: Includes, but is not limited to, materials or products that can be recovered from the eligible debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires.

RECYCLING FACILITY: A facility that recycles or reuses eligible debris.

RIGHT(S) OF WAY (ROW): Public streets and roads where residents have placed eligible debris at curbside in residential or commercial areas as is done with routine solid waste collection.

TASK ORDER: Written authorization issued to the Contractor by Authority to define a specific scope of work, the time period authorized for the completion of stated services and ceiling price.

TIPPING FEE: A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

WOODY VEGETATIVE AND YARD DEBRIS: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.

WORK CREW: Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

WORK ZONE: The designated area within the jurisdiction of the County that the DM, or authorized representative, has assigned to the Contractor to perform eligible debris removal and hauling services.

Acronyms and Abbreviations

CY Cubic Yard

DM Debris Manager

DMS Debris Management Site

EA Each

FEMA Federal Emergency Management Agency

LF Linear Feet

MUTCD Manual of Uniform Traffic Control Devices

NTP Notice to Proceed

ODEQ Oklahoma Department of Environmental Quality

ODOT Oklahoma Department of Transportation

OSHA Occupational Safety and Health Administration

PM Project Manager

PPE Personal Protective Equipment

RFP Request for Proposal

ROW Right(s) of Way

PART I - GENERAL INSTRUCTIONS

1. PURPOSE:

A. Intent of RFP

The work included under this RFP consists of the removal, management and disposal of eligible disaster-related debris from the county or municipality maintained ROWs, including vegetative debris, the removal of hazardous hanging limbs, trees and stumps. The intention of this solicitation is to select a single select experienced and qualified firm to be worked and utilized as required and needed throughout and in the immediate aftermath of a declared natural disaster.

B. Roles and Responsibilities

Oklahoma Environmental Management Authority is an Oklahoma Title 60 Public Trust that works closely with the Canadian County emergency manager and emergency managers of select municipalities within Canadian County to ensure a comprehensive, efficient and effective response to various emergencies and disasters in the regional area. For the purposes of this solicitation and any resulting contract(s), Oklahoma Environmental Management Authority is referred to as the "Authority."

C. Contract Term

It is the intent of the Authority to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein unless terminated under the provision of Provision I.11 *Termination/Cancellation*.

All work and materials shall be in accordance with the provisions of this RFP, and applicable Federal, State and Local laws, rules, ordinances and regulations.

D. Time and Date Due

The Authority will accept sealed RFPs from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Oklahoma until 11:00 AM, (CST), November 9, 2026.

E. Proposer/Contractor

The term Proposer and Contractor are hereafter used interchangeably to describe the individual firm submitting a proposal for Emergency Debris Removal Services.

2. CONTRACT AWARDS AND IMPLEMENTATION:

The Authority anticipates awarding and entering into a single contract with a Proposer whose proposal is deemed to be the most advantageous to the Authority. The Proposer understands that this solicitation does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the Authority and all parties execute a contract.

Proposers will price each individual line item identified in Part IV Price Form. Failure to submit a price on each individual line item may result in disqualification. The Authority requires a firm price for the entire contract period. The evaluation methodology is further explained in Part III Proposal Method and Evaluation Method.

3. MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory pre-proposal conference for this RFP will be held at 1505 S. Rock Island, El Reno, OK and via Zoom at <https://us02web.zoom.us/j/82795331211> on Wednesday, October 28, 2026, at 2:00 P.M. CST which is a prequalification requirement.

4. QUESTIONS AND ANSWERS:

Any questions that may arise during the solicitation process must be forwarded, in writing, to the procurement agent identified below:

*David Griesel, General Manager
Oklahoma Environmental Management Authority
1505 S. Rock Island
El Reno, OK 73036
dgriesel@oemaok.org
(405) 262-0161*

Responses and answers will be delivered through Amendment(s) to all Proposers' registering with the Authority as interested parties for this RFP.

5. DEVELOPMENT COSTS:

The Authority shall not be liable for any expense incurred in connection with preparation of a response to this solicitation. Proposers should prepare a straightforward and concise description of the proposers' ability to meet the requirements of the solicitation.

6. PROPOSAL SUBMISSION AND WITHDRAWAL:

The Authority will receive sealed proposals at the following address:

*Oklahoma Environmental Management Authority
Administrative Office
ATTN: Emergency Storm Debris RFP 5/19/21
1505 S. Rock Island
El Reno, OK 73036*

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the Authority in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of thirty (30) days to provide the services set forth in this solicitation until contracts have been awarded by the Authority.

7. PROPOSAL RESTRICTIONS:

In order to control the cost of preparation and to reduce the time in reviewing each proposal, submittals should be limited to a maximum of seventy-five (75) pages, excluding cover letter, index, dividers, RFP Documents and required documents as provided in Provision I.10.

8. DRUG FREE WORKPLACE:

The Authority is a Drug Free Workplace. Preference shall be given to Proposers with drug-free workplace programs and complete Attachment F – Drug Free Workplace Certification Form.

9. PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 C.F.R. 9.404, and each agency's codification of the Common Rule for non-procurement suspension and debarment, individuals, officers or firms contained within the Excluded Party List System are excluded from bidding and receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. If a Proposer has been suspended or debarred and subsequently removed within the previous ten (10) years, the Proposer must disclose and explain such suspension or debarment and removal in its Letter of Introduction. Failure to disclose a previous suspension or disbarment shall result in disqualification from this solicitation.

10. REQUIRED DOCUMENTS:

The Proposer must sign and execute attachments as identified in Part V Attachment contained within this solicitation, and shown below:

Attachment B – Contractor Questionnaire

Attachment C – E-Verify Certification Form

Attachment D – Non-Collusion Affidavit

Attachment E – Debarment Certification

Attachment F – Drug-Free Workplace Certification Form

Attachment G – Bid Bond

Attachment H– W-9 Request for Taxpayer ID Number and Certification

Attachment I – Addenda Acknowledgement Form

The Proposer shall certify that any and all subcontractors, material suppliers and vendors utilized herein in the performance of the contract are currently not suspended, debarred, voluntary excluded, or determined to be ineligible by any federal agency, in accordance with the *Debarment Certification* in Attachment E. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the *Debarment Certification*, constitutes the Proposer's certification of status under penalty of perjury under the laws of the United States.

11. TERMINATION / CANCELLATION:

- A. The Authority may, without cause or liability, terminate any resulting contract from this solicitation upon giving thirty (30) calendar days written notice of its intent to terminate to the awarded Proposer. Any termination or cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on any and all outstanding Task Orders issued by the Authority prior to the effective date of cancellation.

- B. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Authority.
- C. In addition to all other legal remedies available to the Authority, the Authority reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the Authority.

12. RESERVED RIGHTS:

The Authority reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the Authority, depending on available competition and timely needs of the Authority. The Authority reserves the right to accept or reject any or any part of the submissions, if it is deemed in the best interest of the Authority. The Authority, in its sole discretion, may expand the scope of services to include additional requirements and shall be done so in accordance with the provisions set herein and in any corresponding contract. The Authority reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. Proposers, upon request, shall provide additional information the Authority deems necessary in order to make a determination. The Authority, or designated representative, reserves the right to add or delete zones, areas, roadway sectors and segments as it deems necessary at no additional cost or obligation to the Contractor, including, at the Authority's discretion, performing services with in-house forces or additional contract forces.

13. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The Authority, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) issued pursuant to such Act, hereby notifies all firms that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, gender or national origin in consideration for an award. All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, and the Americans with Disabilities Act, all as amended. Specifically, firms agree that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- Proposer will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- The Authority may require Proposer to submit reports as may be necessary to indicate non-discrimination. The Authority will be permitted access to Proposer's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that the Authority shall have the right to terminate any contract immediately upon receipt of evidence of discrimination.

14. GRATUITIES AND KICKBACKS:

It shall be unethical for any person to offer, give, or agree to give any Authority employee or former Authority employee, or for any Authority employee or former Authority employee to solicit, demand, accept, or agree to accept from another person, a payment, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity. The Authority in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

15. PAYMENT:

The Contractor may submit an invoice for partial payment on a monthly basis. Each invoice submitted for partial payment shall be approved by the Authority and contain a unique identifying number, the Task Order number and any and all supporting documentation including, but not limited to a reconciled list of load tickets and hazardous tree, hanger and stump tickets. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Authority, or on the Contractor's standard invoice form approved in advance by the Authority. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Failure to comply with this provision may result in the withholding of funds.

At the Authority's sole option, the Authority shall retain five percent (5%) of the gross amount of each approved payment. The retained sum shall be accumulated and not released to Contractor until final payment is due to insure against the timely completion of the project, full payment to subcontractors for completed and accepted subcontract work and/or undiscovered damage to public or private property. The Authority is not responsible to pay any accrued interest on retained amounts to the Contractor.

Within seven (7) calendar days of receipt of payment resulting from work performed on the project or services rendered, Contractor shall pay subcontractors and material suppliers, as appropriate. The prompt payment clause, as defined above, shall be considered compliant if the subcontractor or material supplier received the payment within the stated timeframe or the payment is mailed to the subcontractor or material supplier evidenced by postmark date. Final payment including any retainage held to any and all subcontractors and material suppliers shall be paid in full within thirty (30) days following the satisfactory

completion of work. Failure of the Contractor to make any prompt payment or final payment as defined herein may result in: (1) withholding of money due to the Contractor in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal/termination of Contractor from the contract.

16. INSURANCE REQUIREMENTS:

Proposer's are required to provide an original ACORD form certificate of insurance outlining the minimum coverage set forth below with each proposal. Awarded Proposer's shall be required to supply to the Authority an original standard ACORD form certificate of insurance naming the Authority as an additional insured with the following minimum insurance coverage:

- A. Workers' Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws.
- B. Comprehensive General Liability: Shall have minimum limits of \$5,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include premises and/or Operations, Independent Contractors, and Subcontractors and/or Completed Operations, Broad Form Property Damage, SCU Coverage, and a Contractual Liability Endorsement.
- C. Business Auto Policy: Shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- D. Pollution Liability Coverage: Shall have minimum limits of \$2,000,000 Per Occurrence. This shall include premises and/or Operations, Independent Contractors, and Subcontractors.
- E. Special Requirements:
 - 1. Oklahoma Environmental Management Authority, an Oklahoma Title 60 Public Trust, its officers, agents, employees, and volunteers are to be included as an Insured on both the Comprehensive General Liability and Business Auto Liability Policies. The Authority to be named an additional insured as: Oklahoma Environmental Management Authority.
 - 2. An appropriate Hold Harmless Clause shall be included.
 - 3. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the Authority fifteen (15) days prior to any expiration date. There shall also be a fifteen (15) day notification to the Authority in the event of a cancellation or modification of any stipulated insurance coverage.
 - 4. It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet.
 - 5. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Authority upon notice of award, prior to commencement. For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.

Upon activation of a Contractor's contract by an Authorized User, the Contractor shall furnish an original standard ACORD form certificate of insurance naming the Authorized User as an additional insured with the minimum coverages as set herein.

17. UNAUTHORIZED ALIEN WORKERS:

The Authority will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Authority shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of any awarded contract by the Authority.

18. BID BOND:

Each Proposer shall be accompanied by a bid bond or guarantee of \$10,000.00 which shall be a certified check, cash escrow or a bid bond payable to the Authority. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the State of Oklahoma. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the Proposer will not withdraw such bid during the period of 90 days following the opening of proposals; that if such Proposer is accepted, the Proposer will accept and perform under the terms of the contract and Task Order(s). The bid guarantee will be returned upon award of contract.

19. PERFORMANCE AND PAYMENT BONDS:

No later than forty-eight (48) hours following the Notice to Proceed and prior to beginning work for the Authority, the Contractor shall execute and furnish the Authority with performance and payment bonds in the estimated amount of the Task Order. All bonds shall be provided by a surety company authorized to do business in the State of Oklahoma and solely for the protection of the Authority. To document the Proposer's ability to execute and furnish performance and payment bonds, the Proposer is required to submit a current letter from a surety company or bonding agent authorized to do business in the State of Oklahoma in their proposal attesting to their respective bonding capacity of at least \$5,000,000. Failure to provide this letter, written on surety company letterhead, will constitute non-compliance and Proposer will not be considered for award.

20. ASSIGNMENT OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Authority.

21. SUBCONTRACTING:

The Contractor shall provide a list to the Authority of all subcontractors that the Contractor intends to use during the course of the project. All subcontractors must be approved by the Authority. Contractor shall attempt to utilize local subcontractors whenever possible provided that these local contractors hold proper licenses and insurance credentials to meet the specifications of the scope of services. Contractor is obligated to pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Authority for the proportionate share of the payment received for work performed by subcontractor(s). This provision is in addition to Provision I.15.

22. EXCESSIVE TIERING:

Contractor is responsible for limiting the number of tiers of subcontractors on any Task Order awarded under this solicitation. Contractor shall limit the subcontractor tiering to a prime contractor and subcontractor. Contractor will be responsible for all subcontractors.

23. BANKRUPTCY:

The Authority, at its option, may terminate the contract upon the filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

24. DEFAULT OF CONTRACT:

The Authority shall have the right to declare a default of contract for breach by the Contractor for any material term or condition of this contract.

25. COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND GUIDELINES:

Contractor is responsible for understanding and complying with all applicable federal, state and local rules, regulations and guidelines,

26. RETENTION OF RECORDS:

Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for a period of at least seven (7) years following completion and final payment of any Task Order and this contract. The Authority shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of any Task Order or this contract. This information shall be made accessible at Contractor's local place of business in State, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in State, it shall be Contractor's responsibility to insure that all required records are provided to the Authority at Contractor's expense.

27. NON-EXCLUSIVE CONTRACT:

Award of this Contract shall impose no obligation on the Authority to utilize the Contractor for any and/or all work of this type, which may develop during the contract period. This is not an exclusive contract. The Authority specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the Authority's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

28. EXCEPTIONS:

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached contract it must identify the term and the exception in its response to the solicitation. Failure to do so may lead the Authority to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

PART II - SCOPE OF SERVICES

1. INTENT:

The Authority is seeking proposals from qualified contractors to provide removal, management and disposal of debris within the Canadian County jurisdictional boundaries and participating municipalities with disposal and/or hauling agreements within Blaine, Caddo, Canadian, Grady and Kingfisher Counties resulting from declared natural disasters occurring during the term of this agreement. Services shall include eligible debris removal from roads, streets, ROWs and other eligible property, staging, management and processing of the said eligible debris, and disposal of the said eligible debris; and, tree trimming, tree removal, stump grinding/removal.

Specific work authorizations by the Authority shall be through written Task Order(s). Task Order(s) shall define the project to be accomplished, the location and boundary of the project, time frame for completion, contract unit rates to be used for invoicing and a ceiling price or "Not-To-Exceed" dollar amount for the project. The Authority is responsible for the performance of the contract and the Task Order(s). To facilitate the work, the Authority shall designate a Debris Manager to oversee any and all aspects of the contract and Contractor's performance. Contractor invoices for services rendered shall be presented for payment to the Authority.

The Contractor shall provide technical guidance and consultation to aid the Authority in preparation for FEMA/State meetings and documentation, provide administrative support for contracted operations, on site management staff to work with Authority officials, and field supervisors, operators, drivers, labors along with appropriate vehicles, equipment, and hand tools to ensure a successful recovery operation.

The Contractor are responsible for understanding and following the FEMA Public Assistance Program and Policy Guide (PAPPG) and all associated FEMA guidance concerning disaster debris removal.

This contract shall not be considered exclusive. The Authority retains the right to obtain similar services from additional Contractors.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this solicitation by the Authority. The Authority reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested.

2. COMMENCEMENT:

Following the execution of the contract and issuance of a Task Order, the Authority's Debris Manager will issue the Notice to Proceed (NTP) to start work and any subsequent notice, including the notice to reduce resources and to end work. Upon the formal NTP from the Authority, debris operations, as defined by the Authority in the Task Order(s), will commence within twenty-four (24) hours, and failure to begin debris operations within forty-eight (48) hours is grounds for immediate termination. Also, within forty-eight (48) hours, the Contractor shall furnish the Authority with the necessary performance and payment bonds and the project cost estimate based on the contract unit prices. Neither party is obligated under the terms of this agreement until NTP is given. NTP will be given at the Authority discretion.

3. PROFESSIONAL EXPERTISE:

The Contractor shall have a professional staff with the knowledge, skills and training to manage the disaster response and recovery process, efficiently and effectively. Extensive knowledge of the FEMA rules, regulations and guidelines and reimbursement provisions is required. The Proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their area of expertise. The Authority reserves the right to perform investigations as it may be deemed necessary to insure that competent persons will be utilized in the performance of this contract.

4. SUBSTITUTION OF PERSONNEL:

It is the intention of the Authority that the Contractor's personnel proposed for any given Task Order will be available for the duration of the project and dedicated strictly to the Authority. In the event the Contractor wishes to substitute personnel, the Contractor shall propose personnel of equal or higher qualifications and all replacement personnel are subject to Authority's approval. In the event substitute personnel are not satisfactory to the Authority and the matter cannot be resolved to the satisfaction of the Authority, the Authority reserves the right to cancel the contract for cause.

5. SERVICE UNDERSTANDING / EXPERIENCE:

All Proposers must be primarily engaged and have a demonstrated comprehensive understanding in providing the services as outlined in this solicitation. Understanding and previous experience is a very essential criterion in the evaluation process. The Authority also reserves the right to inspect the Contractor's facilities and equipment to qualify the Proposer's claims.

6. TERM OF CONTRACT:

It is the intent of the Authority to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein unless terminated under the provision of Provision I.11 *Termination/Cancellation*. This contract may be extended for an additional time period to be determined at the time of extension, by mutual consent, at the same prices, terms and conditions. The Authority will not provide price adjustments for cost increases.

Should any active Task Order extend beyond the termination date of the base contract, said Task Order shall be extended until the project has been satisfactorily and successfully completed.

7. OPERATIONAL CAPABILITIES:

Contractor shall document their understanding of the work to be performed under this contract and more importantly, in a systematic and efficient manner. The Contractor shall be engaged in these activities on a day-to-day basis and be the primary scope of their business. As such, Contractors shall have great familiarity with and the ability to provide the following services:

- Debris Removal from Rights-of-Way
- Hazardous Tree Abatement
- Construction, Staging, Reduction, Disposal and Reclamation of DMS

The services are outlined in detail below to provide greater understanding to the Contractor of the requirements under this solicitation.

A. General Field Operations

1. Within eight (8) hours of initial notification by the Authority, the Contractor shall present a Project Manager capable of speaking on behalf of and binding the Contractor to operational requirements and goals. The Project Manager shall be on call twenty-four (24) hours a day, seven (7) days per week and shall have electronic linkage by way of cellular telephone, fax machine and Internet/email. Although the Project Manager role does not require constant presence, the Project Manager shall be required to physically respond to the Authority within two (2) hours of any notification after the initial notification.
2. Contractor is required to attend any and all planning meetings functioning as a source for essential element information as determined by the Authority. Contractor shall submit reports as required by the Authority.
3. Contractor shall work from sun up to sun down, seven (7) days a week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Contractor and the Authority. Contractor shall comply with Authority regarding restriction of work hours (school zones, peak hours, residential zones). Weather events during operations shall not be considered reason to stop work unless the conditions create a potential safety hazard. Contractor shall notify the Authority of work stoppage due to inclement weather with the appropriate justification.
4. Contractor shall conduct weekly "toolbox" safety meetings with personnel and subcontractors. Safety meetings will review general safety concerns for individual operations, i.e. debris removal from ROW and reduction of debris, in addition to project-specific safety concerns learned through continuous, daily operations. These meetings shall be physically documented by the Contractor and provided to the Authority upon request.
5. Contractor shall ensure that all personnel engaged in performing the services be fully qualified and, if required, authorized or permitted under Federal, State, local and all applicable laws. Contractor will ensure that all Contractor and subcontractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed in compliance with applicable OSHA requirements, requirements set forth in this solicitation and Contractor safety policies. The Authority has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
6. Contractor shall perform any and all debris removal, reduction and management services in a good, workmanlike manner and in accordance with accepted debris management industry best management practices and any and all applicable Federal, State and local laws and environmental rules and regulations.
7. Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.
8. Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this solicitation.
9. The Authority reserves the right to add or delete roadway sectors and segments as it deems necessary at no additional cost or obligation to the Contractor, including, at the Authority's discretion, performing operations with in-house forces or additional contract forces.
10. Contractor will not provide private debris removal services as outlined in this Scope of Services if tasked to the Authority under this contract.

11. Contractor shall be responsible for any damage to private or public property that results from any Contractor debris-related activities including collection and hauling. Repair of the Contractor-identified damage shall be within twenty-four (24) hours of damage notification. The damage will be restored to equal or better than its original condition leaving the item or property unencumbered for future use. Contractor is responsible for reporting any and all damage daily in the Daily Report submittal, including damage date and status. Damage that cannot be resolved in a timely manner shall be submitted to Contractor's insurance for review and/or repair.
12. Contractor shall immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. Contractor shall be responsible for removal and containment of all leaked fluids from the effected soil and pavement. Any and all spills shall be reported immediately to the Authority.
13. Contractor shall be responsible for reporting to the Authority and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the Authority. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable Federal, State and laws and regulations. Spills shall be reported to the ODEQ and the Authority immediately following discovery. A written follow-up report shall be submitted to the Authority no later than three (3) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - i. Description of the material spilled (including identity, quantity, manifest number, etc.).
 - ii. Determination as to whether or not the amount spilled is EPA/ODEQ reportable, and when and to whom it was reported.
 - iii. Exact time and location of spill, including description of the area involved.
 - iv. Receiving stream or waters.
 - v. Cause of incident and equipment and personnel involved.
 - vi. Injuries or property damage.
 - vii. Duration of discharge.
 - viii. Containment procedures initiated.
 - ix. Summary of all communications the Contractor has had with press, agencies, or Government officials other than Authority.
 - x. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
14. In consultation with the Authority, Contractor is responsible for determining the method and manner of the debris removal, management and disposal consistent with this Scope of Services.
15. Contractor shall make every available effort to recycle debris elements within the debris stream. Any recycling revenues realized by the Contractor during operations shall be credited to the Authority.
16. Contractor is not permitted to store equipment or trucks on public property without the approval of the Authority. Also, there shall be no overnight parking or camping on public property without the approval of the Authority.
17. Contractor must be duly licensed in accordance with Federal, State and local statutory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to conduct the work under the contract and shall obtain permits and licenses.
18. Contractor is responsible for complying with all applicable Federal, State and local safety, health and environmental rules and regulations. Contractor should understand and comply with ODEQ, and

OTDOT's adopted Manual on Uniform Traffic Control Devices and Work Zone Safety Guidelines. No additional compensation shall be given for changing maintenance of traffic conditions; for example, when debris collection efforts transition from interstate roadways to secondary roads to residential streets.

B. Debris Removal from Rights-of-Way

1. Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within two (2) days. The Authority prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County. Contractor shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.
2. The work shall consist of removing any and all eligible debris, primarily from the public ROW of streets and roads, as directed by the Authority. Work will include:
 - i. Examining debris to determine whether or not the debris is eligible (All work will be monitored by either the Authority or designated representative. Any questions or concerns with the debris shall be directed the Authority or designated representative for guidance).
 - ii. Loading the debris.
 - iii. Hauling the debris to an approved DMS or final disposal.
3. Within twenty four (24) hours of the NTP by the Authority, the Contractor shall have mobilized the number of Debris Removal Crews as designated by the Authority. The designated number of crews may be further defined in any NTP, Task Order(s), or other relevant project correspondence from the Authority to the Contractor. Contractor shall continue mobilizing crews as deemed necessary by the Authority to systematically work all zones/sectors of the selected areas.
4. Contractor shall provide sufficient field supervision for all assigned debris removal activities. Contractor shall provide a minimum of two (2) field supervisors at all times. The Authority may require additional field supervisors at an expected rate of two (2) field supervisors for every 100,000 CYs of estimated debris.
5. It is anticipated that multiple collection passes will be performed for each public road, street, and ROW. This will allow residents to return to their properties and bring debris to the ROW as recovery progresses. The Authority in consultation with the Contractor, is solely responsible for the decision. The number of collection passes shall not exceed 180 days unless extended by FEMA.
6. Debris Removal Crews are required to systematically and efficiently complete entire sectors and individual streets prior to moving on to other areas. The Authority may establish road priorities within its jurisdiction or sectors as necessary to facilitate the debris removal process and the recovery effort. Unless directed by the Authority, Contractor shall not bypass or skip areas within sectors or individual streets because of the lack of debris or sectors selectively cleared for "gravy loads." If witnessed and documented by the Authority, the individual Debris Clearance Crew is subject to expulsion from the performance of the contract.
7. Contractor is responsible for coordinating debris collection efforts with third party contractors as not to interfere with ongoing recovery efforts.

8. The County's citizens will be advised to separate debris into categories at curbside to aid in collection, if practical. Failure on the part of the citizens to separate the debris types at curbside does not relieve the Contractor of its contract responsibilities.
9. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixing ineligible debris with eligible debris will render the entire load as ineligible. Contractor will not be paid for collection of such mixed loads containing both eligible and ineligible debris.
10. Any debris removal work for the Authority, other Authorized Users under this contract, or Contractor's other clients, shall be kept separate from the Authority's debris removal operations. Debris from different entities shall not be co-mingled for hauling, management, reduction or disposal.
11. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut by the Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of the Authority.
12. Contractor shall ensure all eligible debris is removed from the area before moving to other areas. During the debris removal process it will be required that each load site be cleaned to the point that an average residential lawn mower can safely mow the area.
13. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load debris. Excessively large loading equipment (three (3) CYs and larger) and non-rubber tired equipment must be approved by the Authority prior to use. Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent ROW, including all landscaped areas. Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel. Reporting and repair of Contractor damage is subject to the guidelines established in Provision II.7.A.8.
14. In compliance with FEMA Recovery Policy, trucks must be mechanically loaded and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device.
15. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The Authority reserves the right to reject equipment that is unsafe or inadequate.
16. Hauling containers shall be a minimum of fifteen (15) CYs in volume unless approved by the Authority.
17. Sideboards or other extensions to a truck or trailer bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the Authority.
18. All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords will not be permitted.
19. Trucks shall be loaded so that no debris extends beyond the truck bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling

vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS. This shall include the use of tarps or other mechanical means, for example a knuckleboom across the length of the truck bed, to ensure no loss of debris. It is required that all equipment that is hauling debris to the DMS shall be capable of self-dumping or removing its load without assistance from other equipment. The Authority may authorize the use of other types of vehicles.

20. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not eligible debris and shall be reported to the Authority.
21. Debris removal may include the removal of debris from eligible canals and waterways within the jurisdiction of the County.
22. Contractor shall provide at least one (1) Hot Spot Crew to alleviate immediate concerns and hazardous debris conditions as directed by the Authority. These immediate concerns shall be alleviated within four (4) hours of notification by the Authority to Contractor.
23. The Authority may elect to establish designated homeowner drop-off sites. Contractor may be required to remove the debris collected at these sites on a daily basis under the same terms, conditions and pricing of standard ROW debris collection.
24. Any and all damages directly resulting from Contractor's negligence and/or Debris Removal Crews will be rectified within twenty-four (24) hours of damage notification at the Contractor's expense. Contractor shall prepare and submit a weekly report to the Division Engineer or designated representative documenting any and all damage claims, their current status, resolutions and appropriate releases.
25. For payment purposes, hauling distances shall be calculated based on shortest possible roadway route for a hauling vehicle, understanding that limitations may apply with regards to low capacity bridges, etc., as determined by mapping software such as Google Maps or similar. Distance shall begin at the last identified address or intersection where debris was collected to the entrance of the DMS or final disposal. Distance shall be rounded to the nearest tenth of a mile.

C. Hazardous Tree Abatement

1. Contractor shall perform hazardous tree abatement, including tree removal, limb removal and stump removal in accordance with FEMA requirements outlined in the current FEMA Recovery Policy and as authorized by the Authority.
2. Contractor shall provide the necessary labor, equipment and materials to perform hazardous tree abatement as directed by the Authority.
3. To comply with first pass requirements established above, Contractor shall perform hazardous tree abatement simultaneously with debris removal from ROW. Tree Crews shall work ahead of the Debris Removal Crews and no debris generated from Tree Crew operations shall be left longer than twenty four (24) hours.
4. Removal of hazardous hanging limbs: Removal of hazardous hanging limbs shall commence only when authorization has been given by the Authority. Limbs, still hanging in a tree, are considered hazardous if they measure greater than two (2) inches in diameter and threaten a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and are located on improved public property. All hazardous limbs in a tree should be cut at the same time the work is being conducted in

that sector. Limbs shall be cut at the closest main branch junction. Compensation will be per tree and cut limbs shall be placed on ROW for collection under Debris Removal from ROW line items.

5. Removal of hazardous leaning trees: Removal of leaning trees shall commence only when authorization has been given by the Authority. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater at four and half (4.5) feet; and one or more of the following criteria are met:
 - i. It has more than fifty (50) percent of the crown damaged or destroyed;
 - ii. It has a split trunk or broken branches that expose the heartwood;
 - iii. It has fallen or been uprooted within a public-use area; and/or
 - iv. It is leaning at an angle greater than thirty (30) degrees.
 - v. Damaged trees and exposed roots are to be removed to ground level. Compensation for hazardous trees will be per tree and cut trees shall be placed on ROW for collection under Debris Removal from ROW line items.
 - vi. Compensation for leaning trees less than six (6) inches in diameter at breast height, which are not an immediate hazard, shall be cut at ground level. Compensation for the cut portion will be per the Debris Removal from ROW line item rate.
6. Remove/extract hazardous stumps: Removal of hazardous stumps shall commence only when authorization has been given by the Authority. Stump removal operations shall be in accordance with FHWA and FEMA guidelines. Stumps measuring twenty-four (24) inches in diameter or greater and authorized for removal by the Authority or its representative will be compensated at the "each" price, and includes removal, disposal and backfilling of hole. Free standing stumps on the ROW greater than twenty-four (24) inches will be compensated on a per cubic yard basis following a conversion utilizing the stump chart found in FEMA Recovery Policy 9580.204. Removal/extrication of hazardous stumps less than twenty-four (24) inches will be compensated at the Debris Removal from ROW line item rate. Hazardous stumps shall be kept separate from other vegetative debris. Fill and compact any holes left by removed trees or stumps. The cost of borrow required for fill will be included in the cost of bid items. The type of borrow material used must be approved by the Authority.

D. Construction, Staging, Reduction, Disposal and Reclamation of DMS

1. As directed by the Authority, Contractor shall be responsible for locating, permitting, constructing, sorting, stockpiling, reducing and hauling out debris at each individual DMS.
2. Contractor shall provide all necessary labor, equipment and materials to operate the DMS from constructing, sorting, stockpiling, reducing, loading and hauling out of debris for final disposal.
3. The Contractor will be responsible for the location, qualification and approval of DMS for the Authority. This includes providing the Authority with the appropriate permits and licenses from TDEC for each individual DMS.
4. The Contractor will provide the Authority with a DMS Plan for each activated site, documenting distinguishing characteristics with ground/aerial photograph, analyzing soil and water samples, recording immediate area facilities and their current condition, inspecting existing topography, documenting environmental conditions and historical preservation significance, safety of personnel operating the site, operational procedures governing the site and an overall site layout. The DMS layout

- will establish ingress and egress points, fencing, drainage paths, sanitary facilities, inspection towers, lined containment areas and debris staging and reduction locations.
5. Contractor shall provide sufficient site supervision for all DMS activities. Contractor shall provide at least one (1) supervisor at each individual DMS.
 6. Contractor shall be responsible for preparing the site(s) to accept debris in accordance with the DMS Plan. This preparation, and possible construction, shall include clearing, erosion control, road installation, grading, and the installation of inspection towers.
 7. Contractor will be responsible for establishing and maintaining an entrance, exit and internal haul roads at each DMS site and for all necessary traffic control measures.
 8. Contractor is responsible for providing electric, water and sanitary facilities as required by applicable FHWA/FEMA regulations.
 9. Contractor shall be responsible for erosion control, dust control and fire control while operating each individual DMS.
 10. Contractor shall be responsible for maintaining security at each individual DMS.
 11. Contractor shall conduct operations at each individual DMS such that all nuisances to the surrounding residents are minimized. Nuisances include but are not limited to noise, dust, smoke and traffic congestion.
 12. Contractor will establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff or groundwater. The containment area will consist of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
 13. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.
 14. Lined containment areas will be inspected once daily for tears or leaks in the liner. Any tears or leaks noticed by Contractor will be documented and immediately reported to Authority. As necessary, guidelines identified in Provision II.7.A.13 and 14 shall be followed.
 15. Contractor shall maintain the appropriate segregation of the debris. Eligible Stumps will be segregated from the debris stream for additional documentation, as necessary. Debris segregation is as follows:
 - i. Burnable/grindable vegetative debris
 - ii. Non-burnable/non-grindable mixed debris
 16. Further segregation of C&D debris to sort and segregate recyclable materials and/or white goods may be necessary.
 17. Contractor shall take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as Freon, various oils and fluids into the environment.
 18. Contractor shall provide qualified and certified Freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
 19. During the initial planning stage following a disaster, the Authority will make a determination as to the type of reduction method that will be used for vegetative debris at each individual DMS. The following four (4) methods may be selected for the reduction of vegetative debris:
 - i. Open burn
 - ii. Above-grade air curtain burning
 - iii. Portable air curtain burning
 - iv. Chipping and/or grinding

20. Contractor shall process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs shall be included in the overall price for processing vegetative debris.
21. Contractor shall make a good faith effort to engage in vegetative recycling on behalf of the Authority. Documentation of debris recycling activities will be maintained and provided with each invoice submitted the Contractor to the Authority.
22. Within seventy-two (72) hours of "Notice to Proceed" from the Authority, Contractor shall have located, qualified, constructed and opened in accordance with the guidelines herein at least one (1) DMS within the jurisdiction of the County. Within forty-eight (48) hours of receiving the first debris load, debris reduction activities will begin. Within one (1) week of that start of debris reduction activities, debris disposal activities will begin. Within thirty (30) days of the final truck load hauled into the DMS, debris reduction and disposal activities will be completed and the DMS closed.
23. Closure of a DMS shall include, but not limited to, removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.); restoration of all pre-existing grades including roads, ditches, etc.; replacement of topsoil removed for lined storage areas, reseeding; fertilizing and laying of straw within the area; restoration of drainage patterns and the replacement of shrubs and trees; remediation; and restoring the site to pre-work conditions. The site will be restored in accordance with all State and local requirements.
24. Contractor will document restoration efforts by ground/aerial video or photographs, analyzing soil and water samples, recording immediate area facilities and their current condition, inspecting existing topography, and documenting environmental conditions and historical preservation significance. Contractor will provide the Authority with the restoration documentation and the appropriate releases from the landowner and, as required, from the TDEC.

8. DOCUMENTATION OF SERVICE:

A. Equipment/Truck Certification:

Contractor shall present to the Authority any and all loading and hauling equipment for equipment certification prior to deployment for debris operations on the project. Hauling units are required to complete a truck certification form documenting the volume capacity of the hauling unit and assigning the hauling unit a unique and exclusive number. The volume capacity will be based on the interior dimensions of the hauling container and rounded to the nearest tenth of a cubic yard, for example 40.1 CYs. Hauling units shall be photographed to document the key features of the hauling unit such as sideboards, tailgate extensions, dog boxes, etc. and to ensure no alterations or changes are made to the truck after certification.

Contractor shall provide truck certification forms with pre-printed unique form identifier. To ensure the truck certification form contains the necessary information to track debris, the truck certification form provided by the Contractor must be approved by the Authority prior to use. The Authority may elect to utilize its own truck certification forms or implement an automated debris management system (ADMS).

B. Re-Certification of Equipment:

Hauling units are subject to random or for cause re-certification by the Authority.

C. Placards:

Contractor shall supply vinyl-type, self-adhesive placards identifying the Authority, truck number and measured CY capacity of the hauling unit. The Contractor shall maintain a supply of placards through the duration of the project in the event replacements are needed.

D. Load Tickets:

A five (5) part load ticket will be used for recording volumes of debris removed, processed and disposed. Contractor shall provide ticket forms with pre-printed unique ticket identifier. To ensure the load ticket contains the necessary information to track debris, the load ticket provided by the Contractor must be approved by the Authority prior to use. Authority may elect to utilize its own load tickets or implement an automated debris management system (ADMS). The utilization of an ADMS may limit the number of load ticket copies available in the field.

A Load Site Monitor will issue a load ticket to the driver prior to departure from the loading site and will retain one (1) copy of the ticket. Upon arrival at the DMS or final disposal, the vehicle operator will give the four remaining copies to the Tower Monitor at the inspection tower. The Tower Monitor will validate the ticket and enter delivered volume as appropriate. The Tower Monitor will keep the one (1) copy and give the remaining three parts to the vehicle operator. Contractor shall ensure that the remaining copies of the load tickets are retained for record and invoicing as appropriate.

Contractor shall ensure that no debris is transported into a DMS without an accompanying properly filled out load ticket. Vehicle operators will not be permitted to unload the debris at a DMS without an approved load ticket that was supplied by and partially completed by the Load Site Monitor. Failure to produce a load ticket at the inspection tower will result in the load being ruled ineligible.

Vehicle operators will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading process without the approval of the Authority.

Measurement for the management and processing of all incoming debris will be by the cubic yard (CY) as determined through truck and trailer measurements during the truck certification process. Partial loads will be adjusted down by visual inspection by the Tower Monitor.

Load call measurements will be documented on load tickets and daily log sheets.

E. Daily Reports:

Daily Reports shall be submitted each morning by the Contractor to the Authority defining, at a minimum, the number of loads, the quantity and type of debris hauled to DMS and/or final disposal, the quantity and type of debris hauled into each individual DMS and/or final disposal, the number of hauling units, number of loading units, number of reduction units, the number of subcontractors on the project, the number of reported damages. Daily Reports should also document sectors completed, sectors in progress and sectors identified next for debris removal. The Authority may request additional information on the Daily Reports.

F. Weekly Reports:

Contractor shall provide a weekly work plan showing where operations will begin and which streets/roads will be picked up on a 2, 7, and 14-day projection. The plan shall be updated each week and also compile the daily reporting plan for the previous week and project to date.

9. OWNERSHIP OF DEBRIS:

The Authority shall retain ownership of the debris from collection through final disposal in order to maintain the right to any recyclable revenues derived from the project.

PART III - PROPOSAL FORMAT & EVALUATION METHOD

1. RULES FOR PROPOSALS:

Proposers must submit one (1) electronic copy on a USB flash drive, one (1) original hard copy, and three (3) additional hard copies of the proposal in a sealed package clearly marked on the outside "STORM DEBRIS REMOVAL SERVICES – CUBIC YARD" to the Authority by Monday, November 9, 2026, 11:00 AM. Submittals should be limited to a maximum of seventy-five (75) pages, excluding cover letter, personnel resumes, index, dividers, RFP Documents and required documents as provided in Provision I.10, twelve (12) point font, page numbered, and bound in a three-ring binder. The Proposer is responsible for providing a concise overview of Proposer's capabilities and equipment listed within the seventy-five (75) page limitation. The Authority requires Proposer's to submit a Technical Proposal and a Price Proposal as defined in Provision III.2-3.

2. TECHNICAL PROPOSAL REQUIREMENTS:

Proposers are required to provide and organize their respective proposals as follows:

A. Letter of Introduction:

Provide a brief history of the Proposer, the designation of the legal entity by which the business operates and active business venues. Identify those individuals authorized to commit the Proposer and execute all associated RFP and contract documents. State whether the Proposer has been suspended or debarred and subsequently removed within the previous ten (10) years. Explain any such suspension or debarment and removal.

B. Team Organization, Management and General Qualifications:

Team and project management structure should be documented, including a graphical depiction of the Proposer's organizational structure implementing debris operations across multiple clients. The key management personnel with appropriate resumes should be identified and a statement presented that those persons will not be substituted without the express permission of the Authority. Proposer will provide an equipment list, and any additional information the Proposer's feels is valuable to the evaluation process. Multiple firms or joint venture teams should clearly identify the roles and responsibilities of the proposed participants.

C. Experience and References:

Provide information and past projects indicative of experience directly relating to the proposed services in this Part II Scope of Services. Provide three (3) specific projects, including client, project cost, project dates and detailed description of operations, within the last eight (8) years where Proposer removed, managed and disposed of debris in excess of one hundred thousand (100,000) cubic yards. Provide an expanded list of past projects within the last ten (10) years which documents the successful and reliable services offered. The expanded list should include client, project cost, project dates and a brief narrative of operations. Each of the three (3) past projects should include contact information and reference to demonstrate the Proposer's long-term commitment and investment in the emergency disaster services field.

D. Project Understanding and Work Plan:

Proposers submitting should demonstrate their understanding of the scope of services required for in this solicitation; understand the need to work with Authority representatives; and the willingness to design the best response plan to meet the Authority's needs in the event of disaster.

E. Subcontracting Plan:

Proposers should provide a detailed subcontracting plan that meets or exceeds the requirements for MBE/WBE utilization and identifies qualified local subcontractors. List available subcontractor resources and how the subcontractors will be activated and mobilized in response to an event.

F. Bonding Capacity:

Proposer shall submit a letter from a surety company licensed to do business in Oklahoma stating its ability to provide bonds in excess of fifty million (50,000,000) dollars. The Surety which issues the bonding letter bond must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies."

G. Litigation and Contract Termination History:

State whether Proposer, or any employee thereof anticipated being assigned to provide debris removal services, has been a defendant in any proceeding involving or arising out of debris removal services within the past five (5) years. State whether Proposer has had a contract related to debris removal canceled or terminated within the past ten (10) years. If so, provide the name and contact information of the other contracting party and reason for termination/cancellation.

H. Required Documents:

Please list the following required documents in the order below:

1. Proof of State Registration
2. Attachment B – Contractor Questionnaire
3. Attachment C – E-Verify Certification Form
4. Attachment D – Non-Collusion Affidavit
5. Attachment E – Debarment Certification
6. Attachment F – Drug-Free Workplace Certification Form
7. Attachment G – Bid Bond Form
8. Attachment H – W-9 Request for Taxpayer ID Number and Certification
9. Attachment I – Addenda Acknowledgement Form

3. PRICE PROPOSAL:

Proposers shall include a price proposal as a separate tab within the original and each copy of the technical proposal binder.

4. PRICE CONSIDERATIONS:

A. Pricing Structure:

Proposers are to price Part IV Price Form by the cubic yard. The cubic yard price shall be all-inclusive, including eligible debris removal from roads, streets, ROWs and other eligible Authority property, staging of the said debris at a designated DMS, and disposal of the said debris at an Authority-approved disposal facility. The Contractor will also be responsible for hanger removal, tree removal and stump removal in Authority maintained property and shall be paid on a per tree/stump basis. Where necessary and at the discretion of the Authority, Contractor will be responsible for removal of specialty debris categories identified in Part II Scope of Services and Part IV Price Form.

B. Scheduled Passes:

The Contractor will be required to make at least three (3) passes along roads, streets and ROW within the Authority's contracted area, but the final decision shall be made by the Authority during the project. As outlined in Part II Scope of Services, any and all debris will be loaded and hauled to either a DMS or the appropriate licensed disposal facility. Subsequent passes may be requested by the Authority to correct issues and/or collect additional debris.

C. Mobilization / Demobilization:

The work consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, sanitary facilities, supplies and incidentals to the project site, as required by these specifications. The cost for mobilization / demobilization shall be considered incidental to the project.

D. Restoration of DMS:

The DMS shall be restored to its pre-disaster condition. The cost for restoration of each individual DMS shall be considered incidental to the project.

5. EVALUATION METHOD AND CRITERIA:

A. General:

The Authority shall be the sole judge as to the merits of the proposal, and the resulting agreement. Authority's decision will be final. Authority's evaluation criteria will include, but shall not be limited to, considerations listed in Provision III.2 *Technical Proposal Requirements*.

B. Selection:

The Authority will subject each proposal to the same review and assessment process. As such, The Authority's Board of Trustees will select the proposal based on the criteria and requirements outlined in the RFP. Price will be a factor but is not the sole factor and will not, in and of itself, be determinative.

C. Award:

The Authority intends to award one (1) contract to the highest scoring Proposer as based on the evaluation process.

PART IV – PRICE FORM

UNIT RATE PRICE FORM

1	Emergency Road Clearance Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the clearing of eligible debris from ROW and critical Authorized User-owned infrastructure. Limited to 70 hours unless extended by Authorized User.	<u>\$ Per Hour</u>
2	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible vegetative debris on the ROW and Authorized User-owned property to an approved DMS or other designated disposal facility.	<u>\$Per Cubic Yard</u>
A	0 to 15 miles	
B	15.1 to 30 miles	
C	30.1 to 60 miles	
D	60.1 miles and over	
3	ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW and Authorized User-owned property to an approved disposal facility.	<u>\$Per Cubic Yard</u>
A	0 to 15 miles	
B	15.1 to 30 miles	
C	30.1 to 60 miles	
D	60.1 miles and over	
4	Private Property Vegetative Debris Removal Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible vegetative debris on private property to an approved DMS or other designated disposal facility. Only activated if authorized by FEMA.	<u>\$Per Cubic Yard</u>
A	0 to 15 miles	
B	15.1 to 30 miles	
C	30.1 to 60 miles	
D	60.1 miles and over	

5 Private Property C&D Debris Removal

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible C&D debris on private property to an approved disposal facility. Only activated if authorized by FEMA.

\$Per Cubic Yard

A 0 to 15 miles

B 15.1 to 30 miles

C 30.1 to 60 miles

D 60.1 miles and over

6 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures

Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible non-RACM structures on private property.

\$Per Cubic Yard

A 0 to 15 miles

B 15.1 to 30 miles

C 30.1 to 60 miles

D 60.1 miles and over

7 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures

Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible RACM structures on private property.

\$Per Cubic Yard

A 0 to 15 miles

B 15.1 to 30 miles

C 30.1 to 60 miles

D 60.1 miles and over

8 DMS Management and Operations

Work consists of all labor, equipment, fuel, and associated costs necessary for the construction, management, operation and remediation of DMS for acceptance, management, segregation, and staging of disaster related debris.

\$Per Cubic Yard

9 Reduction of Debris Through Grinding

Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.

\$Per Cubic Yard

10	Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	<u>\$Per Cubic Yard</u>
11	Reduction of Debris Through Open Burn Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through open burn.	<u>\$Per Cubic Yard</u>
12	Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility. Includes both residual ash from incineration or burn operations and residual mulch from grinding operations.	<u>\$Per Cubic Yard</u>
A	0 to 15 miles	
B	15.1 to 30 miles	
C	30.1 to 60 miles	
D	60.1 miles and over	
13	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-off.	<u>\$ Per Tree</u>
A	6-inch to 12-inch diameter measured 4.5 feet above the ground	
B	13-inch to 24-inch diameter measured 4.5 feet above the ground	
C	25-inch to 36-inch diameter measured 4.5 feet above the ground	
D	37-inch to 48-inch diameter measured 4.5 feet above the ground	
E	49-inch and larger diameter measured 4.5 feet above the ground	
F	Hanger Removal (2" or greater at the break and price per Tree)	
14	Removal of Eligible Hazardous Stumps Work consists of all labor, equipment, backfill, fuel, traffic control and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	<u>\$ Per Stump</u>
A	24-inch to 36-inch diameter measured 24 inches above the ground	
B	37-inch to 48-inch diameter measured 24 inches above the ground	
C	49-inch and larger diameter measured 24 inches above the ground	

15	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property	Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs on private property and hauled under Line Item No. 4. Only activated if authorized by FEMA.	<u>\$ Per Tree</u>
	A 6-inch to 12-inch diameter measured 4.5 feet above the ground		
	B 13-inch to 24-inch diameter measured 4.5 feet above the ground		
	C 25-inch to 36-inch diameter measured 4.5 feet above the ground		
	D 37-inch to 48-inch diameter measured 4.5 feet above the ground		
	E 49-inch and larger diameter measured 4.5 feet above the ground		
	F Hanger Removal (2" or greater at the break and price per Tree)		
16	Removal of Eligible Hazardous Stumps from Private Property	Work consists of all labor, equipment, backfill, fuel, and associated costs necessary for the removal of eligible hazardous stumps on private property and transportation to an approved DMS or other designated disposal facility. Only activated if authorized by FEMA.	<u>\$ Per Stump</u>
	A 24-inch to 36-inch diameter measured 24 inches above the ground		
	B 37-inch to 48-inch diameter measured 24 inches above the ground		
	C 49-inch and larger diameter measured 24 inches above the ground		
17	Removal of Eligible White Goods	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	<u>\$ Per Each</u>
	A Without Freon recovery		
	B With Freon recovery		
18	Removal of Eligible Used Electronics	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	<u>\$ Per Each</u>
19	Removal of Hazardous Household Waste	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	<u>\$ Per Pound</u>

20	Removal of Abandoned Eligible Vessel	<u>\$ Per Linear Foot</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible abandoned vessels and transportation to an approved staging area.	
A	Land-based removal of sunken vessels with keeled hulls	
B	Marine-based removal of sunken vessels with keeled hulls	
C	Abandoned vessels on ROW or public property with keeled hulls	
D	Land-based removal of sunken vessels with flat or v-hulls	
E	Marine-based removal of sunken vessels with flat or v-hulls	
F	Abandoned vessels on ROW or public property with flat or v-hulls	
21	Removal Abandoned Eligible Vehicle	<u>\$ Per Each</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible abandoned vehicles and transportation to an approved staging area.	
A	Removal of abandoned vehicles on ROW or public property	
B	Operation of vehicle and vessel storage site each day	
22	Removal and Disposal of Eligible Animal Carcass	<u>\$ Per Pound</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.	
23	Removal of Eligible Tires	<u>\$ Per Each</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible tires and transportation to an approved final disposal facility.	
24	Removal of Eligible Gasoline Powered Tools	<u>\$ Per Each</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible gasoline powered tools and transportation to an approved final disposal facility.	
25	Removal of Silt and Mud	<u>\$Per Cubic Yard</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible silt and mud on ROW and Authorized User-owned property to an approved DMS or other designated disposal facility.	
A	0 to 15 miles	
B	15.1 to 30 miles	
C	30.1 to 60 miles	
D	60.1 miles and over	
26	Collection, Staging and Screening of Sand	<u>\$Per Cubic Yard</u>

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal, staging and screening of eligible sand deposited on ROW or Authorized User-owned property and return of clean sand to location designated by Authorized User.

A	Collection of sand, 0-10 miles	
B	Collection of sand, 10 miles and over	
C	Staging and screening of sand at Sand Staging Site	
D	Return of clean sand, 0-10 miles	
E	Return of clean sand, 10 miles and over	

Notes:

1. Line Items No. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 are based on incoming debris to DMS or final disposal.
2. Line Item No. 12 is based on outgoing debris from DMS.
3. If any line item is left blank or "N/A" is used in place of a price, the Price Proposal shall be declared irregular and Contracting Agency may reject the proposal.
4. In submitting a proposal, the Proposer acknowledges they have read and agree to the solicitation terms and conditions and their proposal is made in conformance with those terms and conditions.

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the Proposer. I certify that the Proposal and pricing submitted is made in conformance with all requirements of the solicitation.

Company Name: _____ FEIN: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ who is personally known to me or who has produced identification and who did take an oath.

Notary Public: _____

Commission Expires: _____

PART V – ATTACHMENTS

Attachment A – Stump Conversion Table

Attachment B – Contractor Questionnaire

Attachment C – E-Verify Certification Form

Attachment D – Non-Collusion Affidavit

Attachment E – Debarment Certification

Attachment F – Drug-Free Workplace Certification Form

Attachment G – Bid Bond

Attachment H – W-9 Request for Taxpayer ID Number and Certification

Attachment I – Addenda Acknowledgement Form

Attachment A – Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

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

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31”

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Attachment B – Contractor Questionnaire

Contractor Information		
Company Name:		
Street Address:		
County:	State:	Zip:
Telephone Number:	Facsimile Number:	
Type of Organization (circle one): Sole Proprietorship Partnership Joint Venture Corporation		FEIN:
G.C. License No.:	Years in Business:	
No. of Full Time Employees:	No. of Part Time Employees:	
Website Address:		
Method of Contact		
Name:	Title:	
Telephone Number:	E-Mail:	
Authorized Signatures/Negotiators		
Name:	Title:	
Telephone Number:	E-Mail:	
Name:	Title:	
Telephone Number:	E-Mail:	
Name:	Title:	
Telephone Number:	E-Mail:	

Attachment C – E-Verify Certification Form

Bid/Contract Information
Bid/Contract No.:
Title:

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Tennessee; and
2. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Authority.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name:	FEIN:
Authorized Signature:	Date:
Printed Name:	Title:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ who is personally known to me or who has produced identification and who did take an oath.

Notary Public: _____
Commission Expires: _____

Attachment D – Non-Collusion Affidavit

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

_____ * being first fully sworn, deposes and says that (s)he (it) is the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: _____ FEIN: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ who is personally known to me or who has produced identification and who did take an oath.

Notary Public: _____
Commission Expires: _____

*NOTE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as the Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

Attachment E – Debarment Certification Form

Vendor/Contractor certifies to the best of its knowledge and believes that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with any offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: _____ FEIN: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____ who is personally known to me or who has produced identification and who did take an oath.

Notary Public: _____

Commission Expires: _____

Attachment F – Drug Free Workplace Certification Form

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the Authority for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Acknowledgement: I certify the Proposer is in compliance with terms and conditions above and that I am authorized to sign for the Vendor/Contractor.

Company Name: _____

FEIN: _____

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Attachment G – Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto as Owner in the penal sum of \$10,000 (Bid Guarantee) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a Proposal attached hereto and hereby made a part hereof to enter into an Agreement in writing, for the EMERGENCY DEBRIS REMOVAL SERVICES CONTRACT.

NOW, THEREFORE, this Bid Bond shall guarantee that the Principal will not withdraw his Proposal during the period of 120 days following the opening of the bids; that if his Proposal is accepted, Principal will enter into a formal contract with the Owner in accordance with the Request for Proposal; that Principal will submit a properly executed and authorized Standard Performance Bond and a Standard Labor and Material Payment Bond in a form furnished by the Surety and approved by Owner; and that in the event of the withdrawal of the Offer within the said period, or failure to enter into a contract and give said bonds within ten days after Principal has received notice of acceptance of his Offer, Principal and Surety shall jointly and severally be liable to the Owner for the difference between the amount specified in the Offer and such larger amount for which the Owner may contract with another party to perform the work covered by the Owner, up to the amount of the Bid Guarantee. This amount represents the damage to the Owner on account of the default of the Principal in any particular thereof.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal

Surety

By: _____
Attorney-in-Fact

*NOTE: Surety companies executing BONDS shall appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Tennessee.

Attachment H – W-9 Request for Taxpayer ID Number and Certification

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																							
Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____																																																								
	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) _____ (Applies to accounts maintained outside the U.S.)																																																								
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td><td style="width: 3%;"> </td></tr></table>			Social security number																						or											Employer identification number																					
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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 for Part II, later.																																																									
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																							
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 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 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																									

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Attachment I – Addenda Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name:	FEIN:
Authorized Signature:	Date:
Printed Name:	Title: