



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 21-16: HAZARDOUS MATERIALS EMERGENCY RESPONSE & REMEDIATION

Return deadline is no later than: 2:00 p.m., Monday, June 21, 2021

Vendor Name: _____

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LEGAL NOTICE

Kaufman County, Texas
Advertisement for Submittals

Sealed responses will be received in the office of the Purchasing Agent located at 100 N. Washington, Kaufman, Texas 75142 until **Monday, June 21, 2021 at 2:00 p.m.** for the following:

SOLICITATION 21-16: HAZARDOUS MATERIALS EMERGENCY RESPONSE & REMEDIATION

Specifications may be obtained online (<https://www.kaufmancounty.net/county-offices/purchasing-agent/>), through the online bidding site (<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=fbdcaf8b-5a8c-49b1-9c7f-e2774c03dc3d>), in the office of the Purchasing Agent located at 100 N. Washington St., Kaufman, Texas, or requested by email (purchasing@kaufmancounty.net).

All submittals must be clearly addressed to the Purchasing Department and include the solicitation name and number on the outside of the package. Kaufman County cannot guarantee, due to internal mail delivery procedures, any submittals sent priority mail will be picked up from the post office by County mail employees and delivered to the Purchasing Department by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address.

Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time. Late submittals will be considered as non-responsive and may be returned un-opened, upon request by and at bidder's expense.

SOLICITATION NAME: Hazardous Materials Emergency Response & Remediation

SOLICITATION NUMBER: RFP 21-16

DUE DATE/TIME: 2:00 p.m., Monday, June 21, 2021

MAIL OR DELIVER TO: Kaufman County Purchasing Department
Attn: Raylan Smith
Kaufman County Courthouse – Annex
100 N. Washington St.
Kaufman, Texas 75142

County reserves the right to reject all submittals and to waive any informality in submittals received, deemed to be in the best interest of the County. No officer or employee of Kaufman County shall have a financial interest, direct or indirect, in any contract with Kaufman County.



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

I. Bid Instructions

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Kaufman County concerning this solicitation except for questions directed through the Kaufman County Purchasing Agent by email purchasing@kaufmancounty.net. Failure to comply with this guideline could result in disqualification from the solicitation process.
2. All submittals must be sealed when returned to Kaufman County and clearly addressed to the Purchasing Department, including the solicitation name and number on the outside of the package.

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3. All documents relating to this solicitation will be posted under the solicitation number on the Kaufman County Purchasing Department website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents prior to the solicitation due date.
4. Accuracy for all mathematical and number entries is the sole responsibility of the respondent. Kaufman County will not be responsible for errors made by the respondent.
5. Project Timetable:

Release Solicitation	Tuesday, May 18, 2021
Pre-bid / Site Evaluation(s)	n/a
Deadline for written questions	5:00 p.m., Tuesday, June 15, 2021
Deadline for Solicitation Submittals	2:00 p.m., Monday, June 21, 2021

II. Standard Terms and Conditions

By returning this solicitation response for **21-16: Hazardous Materials Emergency Response & Remediation**, in its entirety, Respondent certifies and agrees to the following:

1. This solicitation embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
2. Responses may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submittals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
3. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Purchasing Agent a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date. All questions and/or clarifications must be submitted by email to purchasing@kaufmancounty.net.
4. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Kaufman County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Kaufman County may be entitled by law or in equity, or elsewhere under this solicitation or the agreement, by giving thirty (30) days written notice to the Respondent with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Kaufman County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
5. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the solicitation. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.
6. The Respondent shall affirmatively demonstrate qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
7. Only the Commissioners Court of Kaufman County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Kaufman County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Kaufman County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.

8. The Respondent shall be considered an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
9. The Respondent shall defend, indemnify, and shall hold and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
10. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Kaufman County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
11. The Respondent shall obtain from the appropriate City, Kaufman County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
12. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
13. The parties herein agree that the agreement shall be enforceable in Kaufman County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Kaufman County, Texas.
14. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
15. Funding Clause – Payments required to be made by Kaufman County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Kaufman County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Kaufman County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Purchasing Agent. Thereupon, Kaufman County will be released from its obligation and make further payments.
16. Kaufman County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Kaufman County will not pay additional taxes, surcharges or other fees not included in bid prices.
17. In case any one or more of the provisions contained in the solicitation shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Certificate of Insurance / Additional or alternate bonds – Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications. See EXHIBIT A – Standard Insurance & Bonding Requirements.

19. Kaufman County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Kaufman County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Kaufman County shall not be liable for loss or reduction of any anticipated profit.
20. Respondents must agree to provide the following information as part of this response:
- Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
 - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the bid / proposal.
 - Current fiscal year-end and year-to-date financial statements.
21. Kaufman County reserves the right to accept or reject any or all responses, with or without cause, to waive technicalities, or to accept the response which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Kaufman County Commissioners Court. Kaufman County reserves the right to award multiple contracts as necessary and in the best interest of the County.
22. Kaufman County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
23. Costs of preparation of a response to this solicitation are solely those of the Respondent. Kaufman County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Kaufman County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
24. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this solicitation. Kaufman County shall have access to all records, documents and information collected and/or maintained by others during the administration of this agreement.
25. Respondent understands and agrees that in returning a response that it is neither an “offer” nor an “acceptance” until such time a formal contract is authorized /awarded by the Kaufman County Commissioners Court; if any.
26. Responses must be submitted on the forms provided and will not be considered if submitted by facsimile, email, or any other means of rapid dispatch, nor if submitted to any other person or department other than specifically instructed.
27. Gratuities – Kaufman County may, by written notice to the Respondent, cancel this contract without liability if it is determined by Kaufman County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative, to any officer or employee of Kaufman County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is

cancelled by Kaufman County pursuant to this provision, Kaufman County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.

28. Termination – The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Respondent of a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
29. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
30. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of Kaufman County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
31. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
32. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
33. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
34. Advertising – Respondent shall not advertise or publish, without Kaufman County’s prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
35. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

36. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Kaufman, Kaufman County, Texas.
37. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
38. The contents of each response, including specifications shall remain valid for a minimum of sixty (60) calendar days form the Solicitation due date.
39. All documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.
40. Subcontracting – The Respondent must function as the single point of responsibility for the Agency. No response shall be comprised of separate pricing from multiple subcontractors. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The Contractor shall be fully responsible to the County for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the County and any such Subcontractor, nor shall it create any obligation on the part of the County to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the County. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- a.) Require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - b.) prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the County and the Contractor. The County may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the County;
 - c.) require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the County in accordance with the terms of the Contract;
 - d.) require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the County being a named insured as its interest shall appear; and
require that the Subcontractor indemnify and hold the County harmless to the same extent as the Contractor is required to indemnify the County.
41. Investigation of Conditions – Before submitting a response, vendors should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
42. Ethics – The Respondent and/or representatives shall not offer nor accept gifts or anything of value, nor enter any business arrangement with any employee, official or agent of Kaufman County.
43. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
44. All hardware or any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

45. Descriptions – Whenever an article or material is defined or used in the solicitation by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Responses must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
46. Addendum – Any interpretations, corrections, or changes to this solicitation will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Kaufman County, Texas. Addendum will be made available online. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
47. Patents / Copyrights – The successful Respondent agrees to protect Kaufman County from claims involving infringements of patents and/or copyrights.
48. Invoicing / Billing – Invoices will be submitted to the Kaufman County Auditor’s Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse Kaufman County for any monies paid to Contractor for goods or services not provided of when goods/services provided do not meet the contract agreement or solicitation requirements. Payments made by the county shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate / applicable attachments and documentation, as required by the County for all goods, services, and work performed following acceptance of goods, services, or work by the County.

At minimum, the original invoices submitted against the solicitation, must reference all the following information:

- a) Contractor / Vendor Name
- b) Contractor / Vendor Address
- c) Contractor / Vendor Contact Information
- d) Contractor / Vendor Telephone Number and Email
- e) Contractor / Vendor Remittance to Address
- f) Invoice Date
- g) Invoice Number (uniquely numbered, no duplicates)
- h) Valid Kaufman County Purchase Order Number must appear on all itemized invoices and packing slips
- i) Solicitation Number
- j) Date of Services or Date of Purchase
- k) Description of Services and Goods
- l) Cost of Services and Goods

Invoices and support documentation are to be sent to:

ORIGINAL INVOICE: Kaufman County Auditor’s Office
Attn: Accounts Payable
100 N. Washington
Kaufman, Texas 75142
accountspayable@kaufmancounty.net

COPY OF INVOICE(s) SHALL BE SENT TO:

Requesting User Department name and address indicated on the Purchase Order

All invoices must reference a Kaufman County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

49. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - a) Name and address of successful vendor;
 - b) Name and address of receiving department and/or location;
 - c) Kaufman County Purchase Order number; and
 - d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.
50. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
51. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
52. Warranty – Respondent shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
53. Remedies – The Respondent and Kaufman County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
54. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made based on this statement.
55. Evaluation Criteria, shall include, but not be limited to the following:
 - a) Unit price
 - b) Delivery
 - c) Vendor's past performance record with Kaufman County
 - d) Evaluation of vendor's ability to perform
 - e) Kaufman County's experience with product(s) bid
 - f) Special needs and requirements of Kaufman County
 - g) Results of performance evaluation (if requested or needed)

Kaufman County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regarding of any previous evaluation method.

56. **Contract Award** – Kaufman County reserves the right to reject all responses and to waive any minor informality or irregularity in a vendor's response if deemed in the best interest of the County. Award of contract (if any) resulting from this solicitation will be made only by written authorization from Kaufman County Commissioners Court, which will be followed by the issuing of a Purchase Order or a letter noting the award. The purchase order or letter of award, together with the signed solicitation documents may be construed as a contractual agreement.
57. **Conflict of Interest Questionnaire (CIQ) Form** – Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form (CIQ), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Kaufman County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is following the requirements of Chapter 176 of the Texas Local Government Code. Original, completed forms should be included, if applicable, in your response.
58. **Certificate of Interested Parties Form 1295** – In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a government entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Instructional videos for business entities on how to file online can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

The identification number (section 3 of form 1295) is this solicitation number.

59. **Nondiscrimination Authorities** – The Respondent, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), and 49 CFR Part 21. The respondent will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements or materials and leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices.
60. **TEXAS PUBLIC INFORMATION ACT** – All responses submitted to Kaufman County become the property of Kaufman County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of the Act. In no event shall Kaufman County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the solicitation. If a firm/individual has special concerns about information that it desires to make available to Kaufman County, but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such

firm/individual should specifically and conspicuously designate (i.e., mark confidential) each page of that information, which the Respondent believes, should not be disclosed outside Kaufman County. Disclosure of requested information will be subject to the Texas Public Information Act.

61. **Purchasing Agent as Contract Administrator** – The Purchasing Agent will serve as sole liaison between the Kaufman County Commissioners Court, the affected Kaufman County Departments, and the successful vendor. Unless directly outlined in this specification the vendor shall consider only the Purchasing Agent authorized to communicate, by any means, information or suggestions throughout the solicitation process. The Purchasing Agent has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This, however, shall in no way be construed as negating the basis for termination for non-performance.

RESPONDENT’S ACCEPTANCE – By submitting a response to this solicitation, the respondent certifies that it has fully read and understands the terms, conditions, and statements and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein. Respondent understands and agrees that this solicitation is issued predicated on anticipated requirements for Kaufman County and that Kaufman County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this solicitation. Respondent acknowledges and understand that the Commissioners Court of Kaufman County reserves the right to refuse to award a contract for any or all services covered in this solicitation. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of the Respondent.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response



III. SCOPE OF SERVICE

Kaufman County (the County) seeks bids in response to this solicitation from firms experienced in providing emergency response and remediation services for the characterization, packaging, transportation and disposal of hazardous and non-hazardous materials, special waste, and oil spills found abandoned on County right of way or property that is not the responsibility of a specific County department. This will also include highway and major thoroughfare incidents where the responsible party (RP) cannot be found initially, or time sensitive cleanup is necessary. The objective of the resulting contract is to provide the County with routine and emergency response services for special waste, and potentially hazardous material spills including the required cleanup activities and removal of contamination from spill areas. Once the material is removed, the Contractor will treat and dispose of hazardous wastes adhering to EPA standards for treatment and disposal of the wastes.

The selected Contractor(s) shall provide all personnel, equipment, supplies, materials, analytical testing (if required), documentation, supervision, and delivery of same to perform emergency response and remediation services. The cleanup of spills or releases performed by the Contractor shall be completed within 48 hours from the time of Contractor notification by the Kaufman County Office of Emergency Management, the Emergency Management Coordinator (EMC), or their designated representative. The exceptions to this requirement are as follows: 1) Any additional cleanup work performed as a result of lab analysis of samples taken from the site which indicate additional excavation and removal is required; 2) Additional time granted by the Kaufman County EMC due to extenuating circumstances.

The County makes no guarantee as to the number or frequency of the spills. Contractor will be requested to provide services on an "as needed" basis only.

COUNTY LOCATIONS – The following locations will store and hold gas, diesel, and waste oil. These are the primary locations but not a complete inventory of county facilities where such items may be delivered and / or stored. The County may also be responsible for drums of unidentified material left on County roadways and property which will require identification and removal by the Contractor.

Commissioner – Precinct 1 Materials Barn

600 N. Nash Street, Kaufman

- Two (2) 5000 gallon above ground tanks, unleaded regular gasoline, and diesel

Commissioner – Precinct 2 Materials Barn

12051 Precinct Circle, Forney

- One (1) 5000 gallon above ground tank (96"x16'); unleaded regular gasoline
- One (1) 5000 gallon above ground tank (96" x16'); No. 2 ULSD TxLED diesel

Commissioner – Precinct 3 Materials Barn

601 E Nash, Terrell

- One (1) 5000 gallon in-ground tank, unleaded regular gasoline

- One (1) 5000 gallon in-ground tank, No. 2 ULSD TxLED diesel

Commissioner – Precinct 4 Materials Barn

709 S Dallas, Kemp

- One (1) 5000 gallon in-ground tank, unleaded regular gasoline
- One (1) 5000 gallon in-ground tank, No. 2 ULSD TxLED diesel

Kaufman County Sheriff's Department / Jail

1900 E. Highway 175, Kaufman

- One (1) 5000 gallon above ground tank; regular gasoline
- One (1) generator 500 gallons No. 2 ULSD TxLED diesel

SERVICES TO BE PROVIDED

- A. **Remediation of Contaminated Areas** – remediation services may be required to remove chemical contamination at recent spill sites. This includes decontamination of soil and solid surfaces contaminated with heavy metals such as mercury and lead. Materials may include common household items such as petroleum products, batteries, paint, or oil filters. These items are not typically treated as unknowns. Other common items include, but are not limited to pesticides, solvents, thinners, acids, flammable liquids, corrosives, bulk chemicals. Materials may also consist of unknown liquids and solids. Disposal of soil or sorbent material contaminated with the above materials may also be required. The contractor may be asked to provide services such as waste transport and disposal, remediation documentation, testing of contaminated areas to determine the cleanup progress and to verify that the cleanup is complete. In most cases, the goal of the remediation shall be to return the site to pre-spill conditions as approved by County Emergency Management Coordinator/Hazmat Coordinator.
- B. **Establishing Chain-of-Command** – detailed procedures for establishing chain-of-command will be provided by Contractor upon arrival at the spill site. Contractor shall include a description of how they intend to coordinate their activities with the designated on-scene coordinator (on-scene coordinator's name will be given to Contractor upon arrival at site). For each project, the Contractor shall not invoice for more than one (1) "Project Manager" or "Supervisor" or more than two (2) "Technicians" without prior approval.

APPLICABLE SPECIFICATIONS / REGULATIONS – All work shall be performed in strict accordance with all applicable Federal, State, and Local statutes, regulations, rules, and ordinances, including, but not limited to, those pertaining to 1) health and safety, 2) the environment, and 3) employer-employee relations. In the event, that a conflict exists between a Federal, State or Local statute, law, rule, regulation, or ordinance, the more stringent standard shall apply. Reference in this specification to a statute, law, regulation, rule, or ordinance does not relieve the Contractor or any Subcontractors from its obligation to comply with any and all other statutes, laws, regulations, rules, or ordinances which are applicable to performance of the referenced task.

All statutory and regulatory provisions currently in effect or which may be subsequently enacted, and which are applicable to the performance of this Contract are hereby incorporated by reference as additional terms of this Contract and shall be enforced as though the same were included specifically herein. Contractor shall be responsible for determining for itself the laws, rules, ordinances, regulations, orders or other legal requirements imposed upon any services provided.

If the Contractor observes that any contract documents or provisions are at variance with such laws, ordinances, rules, regulations, and orders in any respect, the Contractor shall notify the County in writing and any necessary changes will be made by appropriate modification. If Contractor performs any work to the contrary of such laws, rules, ordinances, regulations, and orders, the Contractor shall bear the full responsibility and cost attributable to such performance and shall indemnify and hold the County harmless from all resulting cost, loss, expense or liability.

Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, the Contractor shall comply with all applicable codes, regulations, and standards including, but not limited to the following:

The latest revision of the following regulations or standards:

- Toxic Substances Control Act (TSCA); 40 CFR 761; includes PCB contaminated waste handling, storing, manifesting, transporting, disposing, spill cleanup, and record keeping requirements.
- 30 Texas Administrative Code (TAC) Section 335; State of Texas Hazardous and Solid Waste Regulations.
- Occupational Safety and Health Administration (OSHA) Regulations for Hazardous Materials Workers; 29 CFR 1910 Sections 106, 120, 133, 134, 144, and other applicable sections.
- Resource Conservation Recovery Act (RCRA); 40 CFR 279 and 40 CFR 266 related to used oil, and 40 CFR 260 through 270 related to hazardous wastes.
- Department of Transportation (DOT) Regulations related to the transportation of hazardous materials; 49 CFR 100 - 199.
- Texas Hazard Communications Act - Texas Revised Civil Statutes Annotated 5182B, Texas Department of Health.
- "Test Methods for Evaluating Solid Wastes," United States Environmental Protection Agency (EPA), Office of Solid Waste and Emergency Response, Publication SW-846 (3rd Edition), Washington, DC 20460, 1986.
- "Methods for Chemical Analysis of Water and Wastes," US Environmental Protection Agency, Environmental Monitoring and Support Laboratory, Publication PB84-128677, Cincinnati, OH, March 1983.
- Annual Book to ASTM (American Society for Testing and Materials) Standards, Section, 11, 1919 Race Street, Philadelphia, PA 19103, current.

Contractor shall ensure that spill material and contaminants are treated and disposed of in accordance with Federal RCRA regulations 40 CFR 264, 265, 268 and applicable state law. The treatment and disposal of waste shall be performed at a disposal facility that has a final operating status (Part B permit). The Contractor shall provide Certificate of Acceptance or Certificate of Destruction within thirty (30) days of disposal or destruction.

PERMITS AND RESPONSIBILITY – the Contractor shall be responsible to assure that all applicable licenses, insurance, and permits necessary to perform the work required under this contract are held and adhered to by all entities involved in this service. This includes the contractor (bidder), transportation companies, disposal facilities or others. **BIDDER SHALL PROVIDE A LETTER IDENTIFYING ALL SUCH LICENSES, INSURANCE, AND PERMITS, WITH THE BID PACKAGE.** If, at any time during the life of this contract such licenses, insurance, and permits are amended, renewed, or replaced, the Contractor shall notify the County in writing at least ten (10) calendar days prior to the amendment, renewal, or replacement. Failure of Contractor to maintain all required licenses and permits shall be a material breach of this agreement.

During the term of this contract, the Contractor shall notify the County in writing of all violations or notices of noncompliance of operating permits that occur at Treatment, Storage, and Disposal Facilities (TSDF) used to dispose of County waste streams. Notices shall be sent to the County Emergency Management Coordinator (EMC) no later than thirty (30) days from the day the notice was issued.

SPILL RESPONSIBILITY – the Contractor is solely responsible for any and all spills or leaks caused by the Contractor or Subcontractor while performing under this contract. At no cost to the County, the Contractor shall contain, remediate, and restore the site of the spill in accordance with applicable State and Federal regulations, and, if on County property, in accordance with the County requirements. The Contractor shall notify the Kaufman County EMC at 469-652-4040 within one (1) hour of the spill. A written report shall be submitted by the Contractor identifying the substance, associated profile number, quantity released, reportable quantity for the substance, agencies notified, representatives contacted, and remediation assistance required. The report shall be a narrative summarizing all on-scene activity, initial remediation and shall advise if long term remediation is required. The written report shall be submitted within seven (7) calendar days of the event and supplemented with follow up reports until the incident is closed out.

OCCUPATIONAL HEALTH AND SAFETY ACT REQUIREMENTS – the Contractor shall comply with all applicable Texas Hazard Communications Act requirements, Occupational Safety and Health Act (OSHA) laws and regulations, training requirements established by 40 CFR 264.16 and 265.16, and safety practices as they relate to contract operations. Contractor is responsible for job site safety and for the safety of its agents, employees, and Subcontractors (including its subcontractors' agents, and employees). The Contractor or Subcontractor shall provide, have on hand and properly maintain, at no additional cost to the County, necessary personnel protection equipment, such as OSHA-approved footwear, eye protection, hard hats, respiratory protection, lifting equipment, safety belts, and harnesses, and such other health and safety-related apparel as may be required by statute, regulation, rule, ordinance, or job site conditions and ensure that all employees are thoroughly trained in using the equipment. The Contractor shall also ensure that all equipment and clothing are maintained in a clean and sanitary condition and shall not be shared between employees. Contractor shall be responsible for job site safety. During performance of the work, Contractor shall provide and maintain all passageways, guard fences, lights, and other protective measures required by applicable law, regulation, rule, ordinance, or local conditions. Contractor is responsible for continuously monitoring safety conditions on the job site to determine if it is safe and suitable for performance of the work. If Contractor believes that an unsafe condition exists on the job site directly or indirectly affecting Contractor's performance of the work, Contractor shall either 1) correct the unsafe condition prior to performing the work, or 2) ensure that the party responsible for the condition corrects such condition before performance of the work.

DEPARTMENT OF TRANSPORTATION REQUIREMENTS – the Contractor shall provide personnel who are trained in accordance with Department of Transportation Hazardous Material Regulation 49 CFR 100-199. The transportation of hazardous wastes and non-hazardous solid waste shall be performed by a licensed, insured, and permitted transporter. The transporter shall have the necessary permits to carry the waste intrastate or interstate. The containment mechanism utilized by the Contractor to transport the waste shall comply with Department of Transportation (DOT) regulations 49 CFR 100-199 and hazardous waste transportation rules 40 CFR Part 263. The Contractor shall provide for review the proper manifest and shipment forms as required by applicable regulations, (40 CFR 279, 40 CFR 761, and 30 TAC 335) prior to transporting the wastes off-site and invoice from an authorized hazmat disposal site where the material is taken.

DOCUMENTATION – the Contractor shall maintain documentation which verifies the quantities and types of waste materials transported, stored, treated, and disposed under this contract. The documentation shall be adequate to protect both the County and Contractor according to all applicable laws and regulations, and to document that all waste materials have been transported, treated and disposed of properly. The contractor shall furnish the County Spill Coordinator copies of all profiles, waste analyses performed prior to and after treatment.

ENVIRONMENTAL AUDITS – the County shall have the right to:

- Inspect any disposal facility and obtain copies of written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor or Subcontractors, which are applicable to the performance of this contract at County's expense.
- Inspect and test, at its own expense, transportation vehicles, vessels, or containers provided by Contractor.

- Inspect the handling, loading, transportation, storage, or disposal operations conducted by Contractor in the performance of this Contract, and the right of inspection and the exercise thereof shall not relieve Contractor of its obligation to indemnify the County.
- Contact regulatory agencies for documentation concerning operating status, and past or pending citations or deficiencies.

CONTRACTOR WARRANTY – Contractor warrants that it is fully qualified to perform the services described in this specification and that it understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage, and disposal of waste materials. Contractor warrants that it understands the scope of all applicable regulations to properly transport, store and dispose of such materials in full compliance with all laws, governmental regulations, and orders, and in full compliance with all terms and conditions specified in permits currently held by Contractor and Contractor's Subcontractors, as applicable to accomplishing the services described in this bid specification.

Contractor further warrants that: 1) all disposal facilities, treatment facilities, transporters, and handlers are properly permitted; 2) employees, subcontractors, and employees of subcontractors are properly trained to perform the various tasks which may be required pursuant to this agreement; and 3) that all wastes or materials shall be handled, transported, stored, and disposed of in accordance with all applicable Federal, State, Local statutes, laws, regulations, rules or ordinances. The breach by Contractor of any of its warranties under this section shall be a material breach of the contract. Contractor shall defend (at the option of the County), indemnify, and hold the County, harmless from and against all cost, loss, expense (including attorneys' fees, court costs, and expenses of litigation), damage, civil or criminal penalties, claims, suits, judgments, and liability of every nature arising out of, concerning, or caused by the breach of any of the warranties under this Section.

RECORDS AND AUDITS

- Contractor shall maintain accurate records and books of account, including but not limited to disposal records, waste management records, etc., during performance of the Contract, and for a period of at least three (3) years. The Contractor shall maintain records and books of accounts after contract acceptance for all costs, charges, payments, adjustments, credits, debits, and supporting data, all in conformity with generally accepted accounting principles and as may be required by County for the appropriate administration of this Contract at reasonable times during performance and for three (3) years following acceptance upon written notice from the County. Contractor shall make records and books of account available for inspection and audits, as are needed to verify compliance with the terms and conditions of this Contract.
- County shall have the right to inspect all written licenses, permits, or approvals issued by a governmental entity involving the Contractor or any Subcontractor. County shall also, at its own expense, have the right to inspect and/or audit facilities performing, handling, recycling, transporting, storing, treating or disposing of County generated waste.

DEFINITIONS

- County Spill/Hazmat Coordinator shall be defined to be the County Emergency Management Coordinator or their designee for environmental response for Kaufman County.
- Response (respond) shall be defined to mean the Contractor's presence at the spill site or waste pickup/recovery site, prepared to perform the services as described in this specification.
- Rapid Response shall be defined as a level of response which is likely to be required for spill events and other rapid remediation events. The Contractor shall be required to respond on-site with supervisory personnel to assess remediation needs no later than two (2) hours after notification by County. The Contractor shall be required to respond with necessary equipment and have sufficient personnel to operate that equipment within three (3) hours of notification by the County. The Contractor's equipment and personnel shall be available twenty- four (24) hours a day, 365 days a year.

- Standard/Scheduled Response shall be defined as a level of response which is likely to be required to address materials abandoned on County rights of way when there is no spill involved or the removal and disposal of materials that have been collected by County employees and transported to a County storage facility. The Contractor shall be required to respond with all equipment and personnel necessary to securely package, profile and transport and ultimately dispose of Materials within twenty-four (24) hours of notification by the County. The Contractor's equipment and personnel shall be available twenty-four (24) hours a day, 365 days a year.

BILLING – Computation of time for billing purpose will start at the time the Contractor arrives on-site at the location designated by the County. Contractor will bill the Responsible Party (RP) for any and all work done for spill response and remediation. The County will not be responsible for payment in the event the contractor cannot secure payment from the RP, their insurance, or other governmental agency or organization.

IV. SPECIAL PROVISIONS

1. **TERM OF CONTRACT:** This contract shall be for a twenty-four (24) month period commencing upon award by the Kaufman County Commissioners Court, with two (2) twenty-four (24) month options to renew, subject to approval of the Commissioners Court.
2. **OPTION TO EXTEND:** County may unilaterally extend this Contract for four (4) additional one (1) year periods, and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term.

The total term of this Contract, including the Options to Extend or renew, shall not exceed 6 years (initial contract and the option to extend up to four more years). County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.

3. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Kaufman County substantiating the changes to the bid prices. Any price changes must be approved by Kaufman County.
4. **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder(s) submitting the best bid for the item(s) as specified and meeting all the requirements of this Request for Proposal. Kaufman County reserves the right to award on an "all or none" basis. It is the intent of the County to award a contract to the lowest responsive and qualified responsible bidder meeting specifications as the "primary source". However, to ensure that the Emergency Response and Remediation Services specified herein can be obtained on an emergency basis, the County reserves the right to award a separate contract for all items specified herein to the second lowest responsive and qualified responsible bidder meeting specifications hereinafter referred to as the "secondary source". It being understood that first preference will be given to ordering from the primary source.

In the event that the Hazardous Materials Emergency Response and Remediation Services specified herein cannot be obtained from the primary source, the user department can order from the secondary source provided that prior approval has been given by the Emergency Management Coordinator.

The County is not obligated to order any quantities or pay for any Hazardous Materials Emergency Response and Remediation Services delivered by the secondary source unless prior authorization has been given to the secondary source by the Emergency Management Coordinator.

5. **MINIMUM QUALIFICATIONS AND REQUIREMENTS:** Bidder shall submit with his bid, a narrative (both based on past experience in Kaufman County or other nearby counties) that include all information requested in paragraphs 5.1 through 5.9 below. This information shall be used for bid evaluation purposes only in determining the responsibility of the bidders. Bids will be considered only from bidders who in the judgment of the County are able to show evidence of responsibility through their satisfactory past performance and competence. The successful bidder must show that he has ample previous experience performing the emergency response and remediation services described herein. Kaufman County will utilize the following scoring process for bid selection.
- 5.1 **Mobilization/Response Time** - show procedures for providing a qualified Spill Response Supervisor to the spill site within two (2) hours and mobilizing of emergency response crews and equipment to the spill site, within three (3) hours from the time the Contractor is first notified of the spill by County Dispatch, the County EMC/Hazmat Coordinator, or any other authorized County representative. Describe the equipment that will be used to establish communication between the Contractor and the County personnel at the spill site. County personnel are equipped with a cellular phone. The bidder shall also describe how it will assure that spills are cleaned-up within the amount of time allowed by applicable regulations.
- 5.2 **Initial Response Actions** – detail methods to stop and contain the spill. Describe the different types of equipment and materials required. Identify the number of emergency response personnel and how they will be organized to perform the initial response actions. Explain how the spill area will be secured using the Contractor's personnel.
- 5.3 **Spill Cleanup** – describe methods for removing contaminated materials from the environment after the source of the spill is stopped, and the spill is contained. In addition to the removal of contaminated materials from the environment, the Contractor is required to perform the following cleanup activities and will include a description in the response plan of how the following will be performed: 1) decontaminate equipment, personnel, and vehicles that have come into contact with the hazardous or non-hazardous material, 2) containerize and label, in accordance with applicable regulations, all contaminated spill cleanup material, and 3) transport contaminated spill cleanup material appropriate facility. Identify the different types of equipment and materials required. Identify the number of spill cleanup personnel and how they will be organized to complete the cleanup. The bidder shall identify potential transport and disposal facilities.
- 5.4 **Verification Sampling and Analysis** – the Contractor is responsible for taking samples from the spill site and having the samples analyzed in accordance with EPA standard test methods to verify that the site has been cleaned to below the detection limit for hazardous chemicals, oil, and background levels for TPH. The bidder shall detail in the response plan the methods used to determine and document sampling locations, methods used to take samples from the different types of contaminated media, analytical methods, and quality assurance/quality control methods. Copies of these tests shall be forwarded to the Kaufman County Office of Emergency Management.
- 5.5 **Spill Response and Cleanup Documentation** – the Contractor is responsible for preparing a final report that documents the spill event, initial response actions, cleanup methods, quantities of spill cleanup debris, verification sampling and analyses (often called a 30-day report). The report shall include pictures, before and after, drawings showing the vertical and lateral extent of contamination, sample locations, and analytical results. A copy of this report shall be provided to the Kaufman County Office of Emergency Management no later than 30 days after the incident. Failure to provide this report will be considered grounds for termination of the contract. The bidder shall provide in the response plan an example of the spill report based on the hypothetical spill response scenario.

- 5.6 **Spill Response Equipment** – the bidder shall provide an inventory of spill response equipment that is owned by the bidder or is available to the bidder and the location of the equipment. The County reserves the right to inspect each bidder's equipment storage facility.
- 5.6.1 The bidder must demonstrate that sufficient equipment and personal protective equipment is available at all times to respond to hazardous or special waste spills within the required response times.
- 5.6.2 The bidder must detail how it will obtain large equipment such as vacuum trucks, trailers, bulldozers, backhoes, track-hoes, boats, and other equipment within the required response time.
- 5.7 **Personnel Qualifications** – the staff assigned to the proposed Project Team including response personnel will be evaluated on their level of training and experience in emergency spill response and remediation of contaminated media. Past experience with spill responses and a diverse amount of oil, and hazardous material other than hydrocarbons (fuels) is advantageous.
- Bidder shall provide a description of the qualifications, experience, and level of training of each member of the proposed Project Team including subcontractors. Preference will be given for Pro Board Certifications.
- Bidder shall provide a letter certifying that personnel used for each task have received training required by the applicable RCRA, OSHA, and DOT regulations and that specifies the training required by each type of personnel. Reference the specific regulations that require the training.
- 5.8 **Project Organization** – the bidder shall submit a brief narrative and organizational chart describing project management structure. Identify project leadership, reporting responsibilities, and how the Contractor will interface with the County EMC/Hazmat Coordinator and/or their designees. Identify all subcontractors and show how the subcontractors (i.e., waste transporters, waste disposal facilities, and analytical services) fit into the organization. The bidder shall also include a staffing plan with an indication of the availability of the Project Team members during the duration of the contract. Evidence must be presented that demonstrates good organizational and management practices.
- 5.9 **Project Experience** – the bidder must have a minimum of three years of experience performing emergency spill response and remediation work. The bidder shall demonstrate this experience by describing at least five projects involving spill response and spill cleanup work, three of which are other than hydrocarbon (gasoline, diesel, etc.) incidents. The bidder shall also demonstrate experience in sampling and analyses to verify the completion of site cleanup. In addition, list three references with names of contact persons and phone numbers of projects/contracts completed or ongoing in the last two years for emergency hazardous materials and/or oil spill response services. Bidder's experience in past in the surrounding area or County projects can be included. In addition, detail experience of subcontractors.
6. **DOCUMENTATION:** Bidder shall submit the following documents with his bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER, IT SHOULD BE UNDERSTOOD BY ALL BIDDERS THAT KAUFMAN COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW.**
- (a) Insurance Certificate (After Award)
- (b) Safety Questionnaire (With Bid)

- (c) Permits and Responsibility (With Bid)
- (c) Minimum Qualifications and Requirements (With Bid)
- (d) References (With Bid)
- (e) Environmental Compliance Questionnaire (With Bid)

V. Proposal Submittal Requirements – Respondent shall submit one (1) “unbound” original and one (1) PDF file of the RFP response and documentation on USB flash drive, by the due date, maximum of ten (10) pages not including required signature pages, pricing, and documentation made a part of this solicitation. The County encourages submittals to clearly communicate the organization’s experience in hazardous materials emergency response and remediation including statements and answers from #5 above (MINIMUM QUALIFICATIONS).

VI. Evaluation Criteria – The following evaluation criteria shall be followed in selection of those firms determined to be reasonably susceptible of being selected for award:

1.	Structure of Agency, Qualifications, and Experience	35 pts
2.	Operations, Equipment, Project Organization	25 pts
3.	Safety / Environmental	20 pts
5.	Cost Proposal / Budget	20 pts
Total Points		100 pts



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 21-16: HAZARDOUS MATERIALS EMERGENCY RESPONSE & REMEDIATION

Required Documentation / Vendor Signature

- RESPONDENT'S ACCEPTANCE (pg. 13) – MANDATORY SIGNATURE PAGE
- Safety Record Questionnaire– MANDATORY SIGNATURE PAGE
- Environmental Compliance & Safety Record– MANDATORY SIGNATURE PAGE
- Pricing Response Form
- References
- Compliance with Federal & State Laws – MANDATORY SIGNATURE PAGE
- Conflict of Interest Questionnaire (Form CIQ)– MANDATORY SIGNATURE PAGE
- Respondent Signature Form– MANDATORY SIGNATURE PAGE
-

Safety Record Questionnaire

The Kaufman County Commissioners Court desires to avail itself of the benefits of Section 262.0275 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding bids on County contracts. Pursuant to Section 262.0275 of the Local Government Code, Kaufman County has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on County contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

If the bidder in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.

If the bidder in response to the questions in this Questionnaire reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgements. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the bidder in response to the questions in this Questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

In order to obtain proper information from bidders so that Kaufman County may consider the safety records of potential contractors prior to awarding bids on County contracts, Kaufman County requires that bidders answer the following three (3) questions and submit them with their bids:

QUESTION ONE: Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of OSHA within the past three (3) years?

_____ YES _____ NO

If the bidder has indicated YES for question number one above, the bidder must provide to Kaufman County, with its bid submission, the following information with respect to each such citation – date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO: Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution received citations for violations of environmental protection laws or regulations within the past five (5) years? Citations include notice of violation, notice of enforcement, suspension / revocations or state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of

Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c)(1) and (2).

_____ YES _____ NO

If bidder indicates YES for question number two above, the bidder must provide to Kaufman County, with its bid submission, the following with respect to each such conviction – date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE: Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years of a criminal offense which resulted in serious bodily injury or death?

_____ YES _____ NO

If the bidder has indicated YES for question number three above, the bidder must provide to Kaufman County, with its bid submission, the following information with respect to each such conviction – date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTIONS FOUR: Has the bidder ever been late in submitting a 30-day or final report of a cleanup to the Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA), or any other local, state, or federal governmental entity or organization?

_____ YES _____ NO

If the bidder has indicated YES for question number four above, the bidder must provide the number of times they have been late and the length of time they were past due on the report.

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF KAUFMAN

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Signature

Title

RFP 21-16: HAZARDOUS MATERIALS EMERGENCY RESPONSE & REMEDIATION

Environmental Compliance & Safety Record

Pursuant to Sections 262.0275 and 271.0275 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the Bidders and may determine at its reasonable discretion the disqualification of any Bidder which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Bidder, or the firm, corporation, partnership, or institution represented by Bidder, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include but are not limited to notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

_____ YES _____ NO

If the Bidder has indicated YES, the Bidder shall provide to Kaufman County, with its bid submission, the following information with respect to each citation:

Date of Citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire and that I have not withheld any information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Signature

Title

RFP 21-16: HAZARDOUS MATERIALS EMERGENCY RESPONSE & REMEDIATION

Pricing Response Form

CATEGORY	QTY	UOM	Scheduled Response Price	Rapid Response Price
Labor				
1. Project / Operations Manager	1	ea		
2. Health & Safety Manager	1	ea		
3. Site Manager / Superintendent	1	ea		
4. Site Safety Officer	1	ea		
5. Supervisor	1	ea		
6. Foreman	1	ea		
7. Industrial Hygiene Technician	1	ea		
8. Rescue Technician	1	ea		
9. Resource Coordinator	1	ea		
10. Operator, Heavy Equipment	1	ea		
11. Operator, Response Equipment	1	ea		
12. Technician	1	ea		
13. Field Clerk	1	ea		
14. Disposal Coordinator	1	ea		
15. Project Accountant	1	ea		
16. Driver	1	ea		
Materials				
1. Boric Acid, 5%, 50 lb bag	1	ea		
2. Citric Acid, 50%, Grade B, 575 lb drum	1	ea		
3. Degreaser/Solvent, 1 gallon container	1	ea		
4. Degreaser, 1 gallon	1	ea		
5. Kolar Safe, 1 gallon	1	ea		
6. Magnesium Oxide (50 lbs bag)	1	ea		
7. Micro-Blaze, Emergency Liquid Spill Control, 1 gallon	1	ea		
8. Micro-Blaze, Emergency Liquid Spill Control, 5 gallon	1	ea		
9. Micro-Blaze, Emergency Liquid Spill Control, 55 gallon drum	1	ea		
10. Micro-Blaze Out, Firefighting Agent, 5gallon	1	ea		
11. Petro-Clean, Spill Control Liquid, 1 gallon	1	ea		
12. Petro-Clean, Spill Control Liquid, 5 gallon	1	ea		
13. Petro-Clean, Spill Control Liquid, 55 gallon drum	1	ea		
14. Soda Ash, Dense, 50 lbs bag	1	ea		
15. Sodium Bicarbonate, 50 lbs bag	1	ea		
16. Sodium Hypochlorite, Liquid, 1 gallon	1	ea		
17. Decon Pool	1	ea		
18. Barricade Tape	1	ea		
19. Box Liner, Roll-Off Box	1	ea		
20. Cubic Yard/Gaylord Box	1	ea		
21. Drum Fiber, 30 gallon	1	ea		

22. Drum, Fiber, 55 gallon	1	ea		
23. Drum Liner, Plastic Bag, 55 gallon x 6 ml, 50 per roll	1	ea		
24. Drum Liner, Plastic Bag, 55 gallon x 6 ml, each	1	ea		
25. Drum, Poly, 5 gallon, with lid	1	ea		
26. Drum, Poly, 30 gallon with lid	1	ea		
27. Drum, Poly, O/H, R/C, with fittings, 55 gallon	1	ea		
28. Drum, Poly, T/H, w/bungs, 55 gallon	1	ea		
29. Drum, Poly, Overpack, 95 gallon	1	ea		
30. Drum, Poly, Overpack, 110 gallon	1	ea		
31. Drum, Steel, T/H, 55 gallon	1	ea		
32. Drum, Steel, OT 30 gallon	1	ea		
33. Drum, Steel, O/H, R/C, 55 gallon	1	ea		
34. Drum, Steel, Overpack, 85 gallon	1	ea		
35. Drum, Steel, Overpack, 110 gallon	1	ea		
36. Duct Tape, 2" x 60 yards	1	ea		
37. Epoxy Stick, Sealant	1	ea		
38. Grass Mat, roll	1	ea		
39. Heat Relief Supplies	1	ea		
40. Rags / Wipes	1	ea		
41. Rope, Cotton, 1/4" x 100'	1	ea		
42. Rope, Polypro, 1/2" x 600'	1	ea		
43. Rope, Polypro 3/4" x 600'	1	ea		
44. Visquine Sheeting, 20' x 100' x 6ml	1	ea		
45. Visquine Sheeting, 40' x 100' x 6ml	1	ea		
46. Visquine Sheeting, 40' x 100' x 10ml	1	ea		
47. HEPA Filter, vacuum	1	ea		
48. Placards	1	ea		
49. Shrink Wrap, roll	1	ea		
50. Water, per gallon	1	ea		
51. Wooden stakes, Flags, Marking Paint, or Marking items	1	ea		
52. BMC Absorb-N-Dry Absorbent	1	ea		
53. Boom, Sorbent, 5" x 10', 4 boom bale	1	ea		
54. Boom, Sorbent, 8" x 10', 4 boom bale	1	ea		
55. Boom, Sorbent, Universal, 5' x 10', 4 boom bale	1	ea		
56. Gator Sorb, 20 lbs bag	1	ea		
57. Pad, Sorbent, 17" x 19" x 3/8", 100 pad bale	1	ea		
58. Pad, Sorbent, 17" x 19" x 3/16", 200 pad bale	1	ea		
59. Pad, Sorbent, Chemical, 100 pad bale	1	ea		
60. Pillow, Sorbent, 14" x 25", 10 pillow bale	1	ea		
61. Roll, Sorbent, 38" x 144' x 3/8", 1 roll bale	1	ea		
62. Snare Boom, Viscous Oil, 100'	1	ea		
63. Sorbent, All-Purpose, Oil-Dry	1	ea		
64. Sphag Sorb, 2 cf x 24 lbs bag	1	ea		
65. Sweep, Sorbent, 17" x 100', 1 sweep bale	1	ea		
Personal Protective Equipment (PPE)				

1. Bunker Gear (Pants, Coat, Gloves, Helmet, Boots)	1	ea		
2. Chest Waders	1	ea		
3. Harness, Safety, w/lanyard	1	ea		
4. Safety Lifeline	1	ea		
5. Coveralls, Poly-Coated Tyvek Hood and Boots, each	1	ea		
6. Coveralls, Nomex, each	1	ea		
7. Coveralls, Tyvek, each	1	ea		
8. Level A, Fully-encapsulated Responder, each	1	ea		
9. Level B, Fully-encapsulated (CPF 4), each	1	ea		
10. Level B, Encapsulated (CPF 3) each	1	ea		
11. Level C, Hood, Boot, Splash Guard, (CPF 2) Each (Tape/Seam)	1	ea		
12. Level C, Hood, Boot (CPF 2) each (sewn seam)	1	ea		
13. Level C, Hood, Boot (CPF 1), each	1	ea		
14. Level D, PPE, each	1	ea		
15. Slicker Suit, Rain, each	1	ea		
15. Boots, Chemical, NFPA Approved, Pair	1	ea		
17. Boot, Rubber, Steel-Toe, Pair	1	ea		
18. Booties, Latex, Pair	1	ea		
19. Glove, Latex, Sample, Pair	1	ea		
20. Glove, Leather, Pair	1	ea		
21. Glove, Neoprene, Pair	1	ea		
22. Glove, Nitrile, Inner Pair	1	ea		
23. Glove, Nitrile, Outer Pair	1	ea		
24. Glove, Petroplex	1	ea		
25. Glove, "Silver Shield" Pair	1	ea		
26. Glove, Liner, Cotton, Pair	1	ea		
27. Breathing Air Cylinder	1	ea		
28. Breathing Air Compressor	1	ea		
29. Breathing Air Compressor Cool Pack	1	ea		
30. Breathing Air Hose, 50' Section	1	ea		
31. Escape Pack	1	ea		
32. Full-Face Respirator	1	ea		
33. Self-Contained Breathing Apparatus (SCBA)	1	ea		
34. Half-Face Respirator (Organic Mask, Disposable)	1	ea		
35. Respirator Cartridge, HEPA, each	1	ea		
36. Respirator Cartridge, HEPA/OV/AG, pair	1	ea		
37. Respirator Cartridge, Mercury Vapor, pair	1	ea		
PUMPS AND HOSES				
1. Pump, 1" Diaphragm	1	ea		
2. Pump, 2"	1	ea		
3. Pump, 2", Acme Mdl 39-G4 Floating Wash Pump	1	ea		
4. Pump, 2" Diaphragm, Carbon	1	ea		
5. Pump, 2" Diaphragm, Poly	1	ea		
6. Pump, 2" Diaphragm, Stainless Steel	1	ea		

7. Pump, 3"	1	ea		
8. Pump, 3" Diaphragm	1	ea		
9. Pump, 4"	1	ea		
10. Rebuild Kit, Diaphragm Pump	1	ea		
11. Hose, Chemical Resistant, 2" x 20'	1	ea		
12. Hose, Chemical Resistant, 1" x 10'	1	ea		
13. Hose, Fire, 50' section, cotton jacket	1	ea		
14. Hose, Suction/Discharge, 1" x 20'	1	ea		
15. Hose, Suction/Discharge, 2" x 20'	1	ea		
16. Hose, Suction/Discharge, 3" x 20'	1	ea		
17. Hose, Suction/Discharge, 4" x 20'	1	ea		
18. Hose, 6" ADS, per foot	1	ea		
19. Hose, Air, 50'	1	ea		
20. Hose, Pressure Washer, 50'	1	ea		
SAMPLING AND TESTING EQUIPMENT / SUPPLIES				
1. Chemical Classification Strips	1	ea		
2. Drum Thief Sampling Tubes	1	ea		
3. Haz-Cat Sampling Kit, per test	1	ea		
4. Mercury Test Kit	1	ea		
5. Personal Sampling Pump	1	ea		
6. Pipettes, Glass	1	ea		
7. pH Paper (roll or box)	1	ea		
8. Sample Jars	1	ea		
9. Soil Sampling Kit	1	ea		
10. Auger/Split Spoon Sampler	1	ea		
SKIMMERS				
1. DiscOil Skimmer, w/Power Pack	1	ea		
2. Drum Skimmer, 70 gpm	1	ea		
3. Drum Skimmer, 20 gpm	1	ea		
4. Skimmer, Acme Mdl 39-TG4, Gasoline Powered	1	ea		
5. Skimmer, Acme Mdl 39-T, Vacuum/or Douglas Engineering Skim Pack	1	ea		
STORAGE				
1. Frac Tank, 10,000 gallon	1	ea		
2. Frac Tank, spill guard	1	ea		
3. Roll-Off Box, Open Top	1	ea		
4. Roll-Off Box, Roll Top	1	ea		
5. Roll-Off Box, Vacuum Box	1	ea		
6. Storage Tank, Poly, 500 gallon capacity	1	ea		
7. Tarp, Roll-Off Box	1	ea		
8. Tote, Poly, 250 gallon	1	ea		
MONITOR/EQUIPMENT				
1. Super Sucker, 80 bbl capacity (plus driver)	1	ea		
2. Vacuum Truck, 80 bbl Stainless (plus driver)	1	ea		
3. Vacuum Truck, 130 bb, Stainless (plus driver)	1	ea		

4. Vacuum Truck, 80 bbl Capacity (plus driver)	1	ea		
5. Vacuum Truck, 130 bbl Capacity (plus driver)	1	ea		
6. Roll – Off Truck, Bobtail (plus driver)	1	ea		
7. Roll – Off Truck, Transport (plus driver)	1	ea		
8. ATV, 4-Wheel	1	ea		
9. ATV Utility Trailer	1	ea		
10. Backhoe (68hp – 107hp)	1	ea		
11. Backhoe (127hp or more)	1	ea		
12. Excavator – Mini (23hp – 42hp)	1	ea		
13. Excavator – Mid (43hp – 65hp)	1	ea		
14. Excavator – Std (66hp – 122hp)	1	ea		
15. Excavator – Large (122hp or more)	1	ea		
16. Pick-Up Truck, ½ Ton – ¾ Ton	1	ea		
17. Pick-Up Truck 1 Ton or larger (with Lift Gate)				
18. 1 ton or larger, Haz-Mat Quick Response Unit	1	ea		
19. Pick-Up Truck, 1 ton, 4x4	1	ea		
20. Truck Tractor (Semi-Tractor)	1	ea		
21. Dump Truck 12cy - 15cy	1	ea		
22. Dump Truck 25 cy end dump	1	ea		
23. Dump Trailer 8 cy (Bumper Pull)	1	ea		
24. Skid-Steer Loader	1	ea		
25. Skid-Steer Loader, Broom Attachment	1	ea		
26. Trailer, Haz-Mat Response/Command	1	ea		
27. Trailer, Boom	1	ea		
28. Trailer, Equipment Hauler, Gooseneck	1	ea		
29. Trailer, Haz-Mat Response	1	ea		
30. Trailer, Haz-Mat Transfer	1	ea		
31. Trailer, Response	1	ea		
32. Trailer, Pressure Washer, Heated	1	ea		
33. Trailer, Utility	1	ea		
34. Trailer, Bobtail	1	ea		
COMMUNICATIONS EQUIPMENT				
1. Cellular Telephone (each)	1	ea		
2. Computer, Laptop/Desktop w/printer	1	ea		
3. GPS, Handheld	1	ea		
4. Radio Portable	1	ea		
5. Satellite Phone	1	ea		
CONTAINMENT EQUIPMENT				
1. Containment Boom, 48" Offshore	1	ea		
2. Containment Boom, 36"	1	ea		
3. Containment Boom, 18"	1	ea		
4. Mini-Boom	1	ea		
5. Containment Boom, 12"	1	ea		
6. Boom Anchor, 18 lbs	1	ea		

7. Boom Anchor, 22 lbs	1	ea		
Haz-Mat EQUIPMENT				
1. Betz Emergency Off-Loading Valve	1	ea		
2. Chlorine Emergency Kit (A, B, C, etc.)	1	ea		
3. Transfer Equipment	1	ea		
4. Vacuum Cleaner, Mercury	1	ea		
5. Decontamination Kit (Personnel, Pool, Brush, Bucket, Degreaser)	1	ea		
Marine Equipment				
1. Airboat	1	ea		
2. Deck Barge, 30' with twin 150hp engines, radar	1	ea		
3. Flat Boat, w/o motor	1	ea		
4. Flat Boat, 14' to 16' with motor	1	ea		
5. Piroque	1	ea		
6. Work Boat, 24'	1	ea		
Miscellaneous Equipment				
1. Camera, Digital	1	ea		
2. Camera, Video, Event Recording	1	ea		
3. Cargo Lights	1	ea		
4. Chain Saws	1	ea		
5. Compressor, Air, 90 psi	1	ea		
6. Compressor, Air, 180 cfm	1	ea		
7. Confined Space Rescue Kit	1	ea		
8. Coppus Blower, Small	1	ea		
9. Coppus Blower, Large	1	ea		
10. Drum Dolly	1	ea		
11. Drum Gripper, Forklift	1	ea		
12. Drumhead Vacuum	1	ea		
13. Drum Pump, Poly	1	ea		
14. Drum Sling	1	ea		
15. Generator w/work lights	1	ea		
16. Generator, 4 kw	1	ea		
17. Hand Tool (Pitchfork, Rake, Shovel, Squeegee, etc)	1	ea		
18. Pressure Washer, Portable	1	ea		
19. Saw, Air Powered	1	ea		
20. Saw, Portable	1	ea		
21. Sewer Plug	1	ea		
22. Sprayer, Pump, Hand-Held	1	ea		
23. Vacuum Cleaner, We-Dry	1	ea		
24. Vapor Lights, High Intensity	1	ea		
25. Weed Eater	1	ea		
26. Wheelbarrow	1	ea		
27. Plasma Cutter	1	ea		
28. Cutting Torch	1	ea		
Monitoring Equipment				

1. 4-Gas Meters	1	ea		
2. Black Light, Mercury Detection	1	ea		
3. 5 Gas Meter	1	ea		
4. Drager CMS Unit	1	ea		
5. Drager Pump	1	ea		
6. FID Detector, Handheld	1	ea		
7. Infrared Sensor	1	ea		
8. Jerome Mercury Vapor Analyzer	1	ea		
9. pH Meter	1	ea		
10. Photoionization Detector (PID), MiniRae	1	ea		
11. Radiation Monitor	1	ea		
12. Personal Radiation Detector (PID) manual	1	ea		
13. Personal Radiation Detector (PID) electronic	1	ea		
14. FID Detector Hydrogen Refill	1	ea		

References

Please list three (3) references, **other than Kaufman County**, who can verify your performance as a Vendor. Performance includes, but not limited to, sales and/or service, delivery, invoicing, and other items as may be required to Kaufman County to determine Vendor's ability to provide the intended goods or service of the bid. Kaufman County **prefers** references to be from Government customers. References must be able to verify the quality-of-service Vendor's company provides and that the Bidder has completed a project of similar size and scope of work in this response. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references **will** deem the bid as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Kaufman County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

REFERENCE ONE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE TWO

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____

REFERENCE THREE

Government / Company Name: _____
Address: _____
Contact Person and Title: _____
Telephone Number: _____
Email Address: _____
Scope of Work: _____
Contract Period: _____



COUNTY OF KAUFMAN | PURCHASING DEPARTMENT
100 N. Washington St. | Kaufman, Texas 75142
469-376-4548 | purchasing@kaufmancounty.net

RFP 21-16: HAZARDOUS MATERIALS EMERGENCY RESPONSE & REMEDIATION

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY: By submitting a response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on the list between the time of solicitation submission and time of award, the Respondent will notify the Kaufman County Purchasing Agent. Failure to do so may result in terminating the contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATION: Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with any foreign terrorist organization. The term "foreign terrorist organization" means an organization designed as a foreign terrorist organization by the United State Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES: The law states that a governmental entity may not enter certain contracts with a non-exempt business entity unless the business entity submits a disclosure of interested parties to the government entity. By submitting a response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Kaufman County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties", Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended, or extended contract.

Signature

Printed Name

Date

This original, along with original signature MUST be returned with solicitation response

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

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

☐ Yes☐ No

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

☐ Yes☐ No

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

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

7_____
Signature of vendor doing business with the governmental entity_____
Date**Selected vendor will be required to complete 1295 form prior to contract award**

RESPONDENT SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this solicitation becomes the property of Kaufman County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, to furnish all items/ services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this response will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this solicitation has not been prepared in collusion with any other Respondent, nor any employee of Kaufman County, and that the contents of this solicitation have not been communicated to any other Respondent or to any employee of Kaufman County prior to the official opening of this solicitation.

Respondent hereby assigns to purchase all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the United State, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this SOLICITATION package. ***Failure to sign and return this form will result in the rejection of the entire response.***

Signature: _____

Printed Name:		Title	
Company Name		Address City, State, Zip	
Email		Phone (office)	
Phone (cell)		COMPANY IS: Included in a Corporate Income Tax Return? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email			Corporation organized and existing under the laws of the State of:
Phone (Office)			Partnership consisting of:
Phone (Cell)			Individual trading as:
			Principal offices are in the City of:

This original, along with original signature MUST be returned with solicitation response

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid / proposal for this solicitation, the Kaufman County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids / proposal in order to better serve the taxpayers of Kaufman County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications
- ☐ Items or materials requested not manufactured by us or not available to our company
- ☐ Insurance requirements too restricting
- ☐ Bond requirements too restricted
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to our organization
- ☐ Quantities too small
- ☐ Insufficient time allowed for preparation of bid / proposal
- ☐ Other – please specify:

Vendor Name:

Contact Person:

Telephone:

Email:

Please send your response to:

**Kaufman County Purchasing Department
100 N. Washington Street | Kaufman, Texas 75142
Email: [purchasing @kaufmancounty.net](mailto:purchasing@kaufmancounty.net)**

EXHIBIT A: Standard Insurance & Bonding Requirements

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

1. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted doing business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kaufman County.
- e) All insurance policies shall be furnished to Kaufman County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Kaufman County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a) General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

2. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:
 - a) Employer's Liability limits of \$500,000 for each accident is required.
 - b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal / Bid specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage (“certificate”) – a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker’s Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84) showing statutory worker’s compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the Contractor’s/ person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractors” in section 406.096 of the Texas Labor Code) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. “Services” does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
 2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker’s Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Kaufman County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted doing business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Kaufman County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

3. **Bonding Requirements.** If applicable, a Bid Bond shall be required. Pursuant to the provision of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000, Kaufman County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032(b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Kaufman County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Kaufman County for the full amount

of the contract if the contract exceeds \$50,000. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Local Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000 the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.