



**Orange County Purchasing Department**  
714 Polk Street Orange, TX 77630  
Phone 409-882-7903 Fax 409-670-4170

Orange County Commissioners' Court will accept sealed competitive proposals at the Orange County Purchasing Agent's Office located at 714 Polk Street, Orange, Texas, on the following requirements:

**PROPOSAL NAME:** **DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

**PROPOSAL NO:** **RFP-23001**

**DUE DATE/TIME:** **2:00 PM, CST, THURSDAY, MARCH 23, 2023**

**MAIL OR DELIVER TO:** **Orange County Purchasing Department  
714 Polk Street  
Orange, TX 77630**

Proposal instructions and specifications are available at [www.co.orange.tx.us](http://www.co.orange.tx.us) or the office of the Orange County Purchasing Agent located at 714 Polk Street, Orange, Texas, 77630. Phone 409-882-7903.

Proposals will be publicly opened and only the firm name will be read aloud at the location, time and date above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for the public after the award of the contract, except for trade secrets and confidential information. Proposals received after the advertised proposal time will not be accepted and will be returned unopened.

Orange County reserves the right to award this proposal by unit or by lump sum to the most qualified responsible offeror and to increase or decrease quantities as it deems necessary. Orange County also reserves the right to waive any or all formalities and/or technicalities or to reject any or all proposals if in the best interest of the County.

The County shall require the proposer to furnish a payment and performance bond, within ten (10) days after the date of the signing of the contract. The bond must be executed with a surety company authorized to do business in the State of Texas.

The County of Orange will consider the following items as "Selection Criteria" in determining the successful applicant: Offeror's Company Capabilities 10%, Individual Capabilities (Key Personnel) 10%, Experience 10%, Work Plan 10%, Proposed Services 10%, Equipment Listing 10%, Proposed Rates 10%, Record Keeping & Reporting 10%, Response Time 10%, Primary Mobilization Location 10%.

The successful offeror will offer quality products and/or services meeting or exceeding Orange County specifications. \*\*\* **ORANGE COUNTY COMMITTEE MAY INTERVIEW THE TOP 2 PROPOSALS.**\*\*\*

Orange County encourages Disadvantage Business Enterprises to participate in the proposal submission process. Orange County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-882-7903 to make arrangements no later than seven (7) calendar days prior to the submittal deadline.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

Michelle Carroll, Purchasing Agent, Orange County, Texas

# RFP-23001

## Disaster Recovery Services

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**Proposal Submission:**

**PROPOSAL NAME:** DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS

**PROPOSAL NO:** RFP-23001

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**MAIL OR DELIVER TO:** Orange County Purchasing Department  
714 Polk Street  
Orange, TX 77630

Proposals will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened. All proposals shall be sealed in an envelope and **plainly marked with the Proposal Name, Proposal Number, Due Date, and the Proposer's Name and Address.** **Late Proposals will not be accepted and will be returned unopened to the proposer.** Offerors shall forward **an original and eight (8) copies of their proposal, digital format shall be included for reference only** to the address shown above. **Note: Orange County does not accept digital bids.** All proposals submitted in response to this request shall become the property of Orange County and will be a matter of public record available for review.

Any prospective respondent desiring any explanation or interpretation of the bid/proposal must make a written request which must be received by Orange County Purchasing at least five (5) business days prior to the scheduled time for the bid/proposal opening. The request must be addressed to Michelle Carroll, Orange County Purchasing Agent [mcarroll@co.orange.tx.us](mailto:mcarroll@co.orange.tx.us) or 714 Polk Street, Orange, Texas, 77630. Requests received after the deadline will be not be responded to due to the time constraints.

**IT IS THE BIDDER/PROPOSER RESPONSIBILITY TO VERIFY THE ISSUANCE OF ADDENDA IN REGARD TO THIS BID/RFP. ADDENDA SHALL BE POSTED ON THE ORANGE COUNTY TEXAS WEBSITE [www.co.orange.tx.us](http://www.co.orange.tx.us). BIDDER/PROPOSER MUST MONITOR THE ORANGE COUNTY WEBSITE FOR ANY ADDENDA OR ADDITIONAL INSTRUCTIONS. ORANGE COUNTY SHALL NOT BE RESPONSIBLE FOR FAILED INTERNET CONNECTIONS OR POWER INTERRUPTIONS.**

**PROPOSER'S ARE RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES. ADDITIONALLY, FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A PROPOSAL BEING DECLARED AS NON-RESPONSIVE.**

## **General Terms and Conditions of Proposal and Term Contract**

### **Preparation of Proposal**

The proposal shall be legibly printed in ink or typed. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the proposer. The proposal shall be legally signed and shall include the complete address of the proposer. Orange County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in proposal prices.

### **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the proposal document are grounds for deeming a proposal non-responsive and may result in proposal rejection. Orange County reserves the right to reject any and all proposals and to waive any informalities and minor irregularities or defects in proposals. Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the time set for receipt of proposals. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

### **Award**

The proposal will be awarded to the responsible, responsive proposer(s) whose proposal, conforming to the solicitation, will be most advantageous to Orange County – price and other factors considered. Unless otherwise specified in this , Orange County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Orange County. Any proposer who is in default to Orange County at the time of submittal of the proposal shall have that proposal rejected. Orange County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Orange County, shall be deemed non-responsive and the offer rejected. In evaluating proposals, Orange County shall consider the qualifications of the proposers, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, guarantees of materials and equipment. In addition, Orange County may conduct such investigation as it deems necessary to assist in the evaluation of a proposal and to establish the responsibility, qualifications, and financial ability of the proposers to fulfill the contract. Orange County reserves the right to award this contract on the basis of lowest and best proposal in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear. Orange County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP. There will not be a debriefing meeting after award of this contract.

### **Contract**

A response to an RFP is an offer to contract with Orange County based upon the terms, conditions, and specifications contained in the RFP. Proposals do not become contracts unless and until they are executed by Orange County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions is modified by an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

### **Fiscal Funding**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Orange County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror. Orange County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available. Orange County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **Addenda and Changes to Proposal Documents**

Each addendum or change issued in relation to this RFP document will be on file in the office of the Purchasing Agent, and will be posted on the Orange County Purchasing web site [www.orange.tx.us](http://www.orange.tx.us) as soon as possible. It shall be the proposer's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of Proposal.

### **Specifications**

Unless otherwise stated by the proposer, the proposal will be considered as being in accordance with Orange County's applicable standard specifications, and any special specifications outlined in the proposal document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the proposer in interpreting the requirements of Orange County, and should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. Orange County reserves the right to determine if equipment/ product being proposed are an acceptable alternate. All goods shall be new and unused unless otherwise so stated in the proposal. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the proposal, may be considered non-responsive.

### **Interpretation of Proposal and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the proposal opening, in order that a written response in the form of an addendum, if required, can be processed before the Proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

### **Currency**

Prices calculated by the proposer shall be stated in U.S. dollars.

### **Pricing**

Prices shall be stated in units of quantity specified in the proposal documents. In case of discrepancy in computing the amount of the proposal, the unit price shall govern. All proposal will require a cost for the contract to be awarded.

### **Notice to Proceed/Purchase Order**

The successful proposer may not commence work under this contract until authorized to do so by Orange County or entity.

### **Certification**

By signing the offer section of the Offer to Contract page, proposer certifies each of the following:  
The submission of the offer did not involve collusion or other anti-competitive practices. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer. The proposer hereby certifies that the individual signing the proposal is an authorized agent for the proposer and has the authority to bind the proposer to the contract.

### **Minority-Women Business Enterprise Participation**

It is the desire of Orange County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

### **Grant Funding**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

### **HIPPA Compliance**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPPA" to the extent that the Offeror uses, disclosed or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

### **Hold Harmless Agreement**

Contractor, the successful offeror, shall indemnify and hold Orange County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed

under terms of this proposal. Certification of such coverage must be provided to Orange County Purchasing before any work begins.

**Waiver of Subrogation**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Orange County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

**Severability**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**Recycled Materials**

Orange County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Orange County will be the sole judge in determining product preference application.

**Scanned or Re-Typed Response**

If in its Proposal response, offeror either electronically scans, re-types, or in some way reproduces the County's published Proposal package, then in event of any conflict between the terms and provisions of the County's published Proposal specifications, or any portion thereof, and the terms and provisions of the Proposal response made by offeror, the County's Proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published Proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

**Electronic Data**

If offeror obtained the proposal specifications on a disk in or web site order to prepare a response, the proposal must be submitted in hard copy according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's Proposal specifications as published shall control. It is preferred that you enter your data on the disk, do a print and then return disk and print out. You must return a hard copy proposal and return the disk.

**E-Mail Addresses Consent**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Orange County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. 522.137 as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Proposal/Proposal or otherwise.

**Potential Conflicts of Interest**

An outside consultant or contractor is prohibited from submitting a proposal for services on an Orange County project of which the consultant or contractor was a designer or other previous contributor, or was



an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Orange County. A conflict of interest questionnaire is included to be filled out and returned.

### **Governing Law**

This invitation to proposal is governed by the competitive proposal requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Orange County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **Access to Records**

In special circumstances, vendor may be required to allow duly authorized representatives of Orange County or the state and federal government access to contacts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

### **Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Orange County's interpretation shall govern.

### **Supplemental Materials**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

### **Inspections**

Orange County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

### **Testing**

Orange County reserves the right to test equipment, supplies, material and goods proposal for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

### **Disqualification of Offeror**

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Orange County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

#### **Assignment**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Orange County Commissioners Court.

#### **Contract Obligation**

Court must award the contract and the County Judge or other person authorized by the Orange County Court must sign the contract before it becomes binding on Orange County or the offerors. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

#### **Digital Format**

If offeror obtained the proposal specifications in digital format in order to prepare a response, **the proposal must be submitted in hard copy**, according to the instructions contained in this Proposal package. If, in its response, offeror makes any changes whatsoever to the County's published Proposal specifications, the County's proposal specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

#### **Title Transfer**

Title and Risk of Loss of goods shall not pass to Orange County until Orange County actually receives and takes possession of the goods at the point or points of delivery.

#### **Estimated Quantities**

Orange County estimates are based on quantities used the previous year. These projected estimates can be changed by various unforeseen factors, such as the weather, and changes in budgetary conditions. The estimated quantities also do not include orders placed by participating entities. Therefore, these contracts are based on actual annual needs on an as needed basis. There is no intent to buy indicated, or intended, and the County will only pay for material it has properly ordered and received by Orange County.

#### **Participating Local Governments**

A rider is attached to this proposal to indicate the willingness of the proposer to supply materials to participating local governments at the same terms and conditions as is offered to Orange County within this proposal, if the proposer is awarded the proposal. Participation by the other local governments is solely at the option of those governments, and any contract, resulting is strictly between the individual agencies, and the proposer.

**Method of Payment**

Invoices shall be sent directly to the:

**COUNTY AUDITOR'S OFFICE  
123 S. 6<sup>th</sup> Street  
ORANGE, TX 77630**

Payments are processed after the Auditor's Office has been notified that the items have been received in good conditions and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Orange County Purchase Order Number for speed in processing. The County will only receive delivery for goods as required, and the County shall only be billed for goods ordered and delivered.

**Equivalents of Equal Quality are Acceptable**

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "or equivalent" if not inserted, shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

**Substitutions after Award of the Contract**

After the award of the contract, no substitutions will be made without prior approval from the County Purchasing Agent. Should any items on the contract be discontinued or otherwise become unattainable during the life of the contract, test will be made of substitutes at the discretion of the County Purchasing Agent.

**Inclement Weather**

In case of inclement weather or any other unforeseen event causing Orange County to close for business on the date of a bid/proposal submission deadline, the bid/proposal closing will automatically be postponed until the next business day Orange County is open.

**General Terms and Conditions of Proposal and Term Contract**

**1. Proposal**

**1.1 Proposals.** All Proposals must be submitted on the Proposal form furnished in this package.

**1.2 Authorized Signatures.** The Proposal must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the Proposal to become a valid Proposal.

**1.3 Late Proposals.** Proposals must be in the office of the Orange County Purchasing Agent before or at the specified time and date Proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Proposals Prior to Proposal Opening.** A Proposal may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the proposer may submit a new Proposal. Proposer assumes full responsibility for submitting a new Proposal before or at the specified time and date Proposals are due. Orange County reserves the right to withdraw a request for Proposals before the opening date.

**1.5 Withdrawal of Proposals after Proposal Opening.** Proposer agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of Proposals unless otherwise stated in the Proposal and/or specifications.

**1.6 Proposal Amounts.** Proposals shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the Proposal as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Orange County.

**1.7 Exceptions and/or Substitutions.** All Proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If Proposal is made on an article other than the one specified, which a proposer considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Orange County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Orange County.

**1.8 Alternates.** The Invitation for Proposal and/or specifications may expressly allow proposer to submit an alternate Proposal. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the Proposal specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Proposal Alterations.** Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

**1.11 Tax Exempt Status.** Orange County is exempt from federal excise tax and state sales tax. Unless the Proposal form or specifications specifically indicate otherwise, the Proposal price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the Proposal price shall not include taxes. Orange County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Orange County Auditor

**1.12 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Proposer is responsible for accurate final counts.

**1.13 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the Proposal price. Vendor may be required to furnish evidence that the service, as Proposal, will meet or exceed these requirements.

**1.14 General Proposal Bond/Surety Requirements.** Failure to furnish Proposal bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

**1.15 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

**1.16 Responsiveness.** A responsive Proposal shall substantially conform to the requirements of this Invitation to Proposal and/or specifications contained herein. Proposers who substitute any other terms, conditions, specifications and/or requirements or who qualify their Proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their Proposals deemed non-responsive. Also, Proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of nonresponsive Proposals include but shall not be limited to: a) Proposals that fail to conform to required delivery schedules as set forth in the Proposal request; b) Proposals with prices qualified in such a manner that the Proposal price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) Proposals made contingent upon award of other Proposals currently under consideration.

**1.17 Responsible Standing of Proposer.** To be considered for award, proposer must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/ completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**1.18 Proprietary Data.** Proposer may, by written request, indicate as confidential any portion(s) of a Proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Orange County will protect from public disclosure such portions of a Proposal, unless directed otherwise by legal authority, including existing Open Records Acts.

**1.19 Public Proposal Opening.** Proposers are invited to be present at the opening of Proposals. After the official opening of Proposals, a period of not less than one week is necessary to evaluate Proposals. The amount of time necessary for Proposal evaluation may vary and is determined solely by the County. Following the Proposal evaluation, all Proposals submitted are available for public review.

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 11:45 a.m. and 1:00 p.m. to 4:45 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the Proposal form.

**2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Orange County purchase order, as necessary to perform contract are to be included in the Proposal price. Proposals shall include all charges for delivery, packing, crating, containers, etc. Proposals will be considered as being based on F.O.B. destination/delivered freight included. Unless, otherwise stated by the proposer in writing on the Proposal Form.

**2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the Proposal price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Orange County. Instructions and training shall be at no additional cost to the County.

**2.8 Storage.** Proposer agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 Compliance with Federal, State, County, and Local Laws.** Proposals must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Orange County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.** The proposer will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful proposer will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful proposer will agree to indemnify and hold harmless Orange County for any and all damages that may be assessed against the County.

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 Samples, Demonstrations and Testing.** At Orange County's request and direction, proposer shall provide product samples and/or testing of items Proposal to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following Proposal award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the proposer/vendor.

**2.13 Acceptability.** All articles enumerated in the Proposal shall be subject to inspection by an officer designated for that purpose by Orange County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 Maintenance.** Maintenance required for equipment Proposal should be available in Orange County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the Proposal sheet as requested or on a separate sheet, as required. If Orange County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a proposer must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the proposer to furnish this documentation will be cause to reject any Proposal applying thereto.

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All Proposals are subject to tabulation by the Orange County Purchasing Department and recommendation to Orange County Commissioners' Court. Compliance with all Proposal requirements and needs of the using department are considered in evaluating Proposals. Pricing is not the only criteria for making a recommendation. The Orange County Purchasing Department reserves to right to contact any proposer, at any time, to clarify, verify or require information with regard to this Proposal.

### **3. Purchase Orders and Payment**

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the Orange County Purchasing Agent or entity to the successful vendor. The Purchase Order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current Purchase Order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices.

Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

**3.3 Prompt Payment.** In accordance with Chapter 2251 of the Texas Government Code, payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful proposer(s) is required to pay subcontractors within ten (10) days after the successful proposer receives payment from the County.

## **4. Contract**

**4.1 Contract Definition.** The General Conditions of Proposal and Terms of Contract, Specifications, Plans, Proposal Forms, Addenda, and any other documents made a part of this Proposal shall constitute the complete Proposal. This Proposal, when duly accepted by Orange County, shall constitute a contract equally binding between the successful proposer and Orange County.

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful proposer shall remain firm for the term of the contract. Contract shall commence on date of award.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Orange County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The proposer's past experience of honoring contracts at the Proposal price will be an important consideration in the evaluation of the lowest and best Proposal. Orange County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.5 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.6 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Orange County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful vendor shall pay any judgment with cost which may be obtained against Orange County growing out of such injury or damages.

**4.7 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.8 Warranty.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Orange County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Orange County may correct at the offeror's expense.

**4.9 Uniform Commercial Code.** The successful vendor and Orange County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.10 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Orange, Texas.

**4.11 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Orange County.

**4.12 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this state

**Evaluation Criteria/Contract Award**

An evaluation committee will examine all offers. Orange County, however, reserves the right to accept such an offer if it is determined to be in the County’s best interest to do so.

Orange County may initiate discussions with offerors. Additional information will be accepted during this period from offerors who responded to the original request. Offerors may NOT initiate discussions. It is the intent of the County to award to one contractor who submitted the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Award of the Contract shall be made to the responsible offered whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration, proposal. Orange County may use references to make judgments directly affecting the award of this Contract.

<b><u>Evaluation Criteria</u></b>	<b><u>Weight</u></b>
Offeror’s Company Capabilities	10 %
Individual Capabilities (Key Personnel)	10 %
Experience	10 %
Work Plan	10 %
Proposed Services	10 %
Equipment Listing	10 %
Proposed Rates	10 %
Record Keeping & Reporting	10 %
Response Time	10 %
Primary Mobilization Location	10 %

**Negotiations**

Negotiations may be conducted with responsible Contractors(s) who submit proposals that are reasonably susceptible of being selected. Contractors will be ranked in order of preference and contract negotiations will begin with the top ranked Contractor. Should negotiations with the highest ranked Contractor fail to yield a contract, or if the Contractor is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Contractor, etc. However, the County, may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses.

**Federal Contract Required Clauses**

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



**A. DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

**B. TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

- (1) **Termination for Convenience:** Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.
- (2) **Termination for Cause:** The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

**C. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by Contractor under the RFP, during the performance of any Agreement, Contractor shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:  

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

- (1) **Bacon-Davis Act:** Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- (2) **Copeland "Anti-Kickback" Act:** In contracts subject to the Davis-Bacon Act, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Government must report all suspected or reported violations to the appropriate Federal agency.
- (3) If applicable to the work and services performed by Contractor under the parties' Agreement:
  - (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
  - (b) Contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
  - (c) A breach of the Agreement clause above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

**G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor shall include the foregoing requirements in each subcontract exceeding \$100,000.

**H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by Contractor under the parties' AGREEMENT, Contractor shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

Contractor must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Contractor must complete and submit the Certification Regarding Lobbying Form.

**K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
  - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (b) Meeting contract performance requirements; or
  - (c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the Contractor subcontract any of the work under this AGREEMENT, Contractor shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**M. ACCESS TO RECORDS**

- (1) Contractor agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**N. SEAL, LOGO AND FLAGS**

Contractor shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. Contractor will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, Contractor, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**General Terms and Conditions of Proposal and Term Contract**  
**BONDING REQUIREMENTS**

**Performance and Payment Bond Requirements:**

Based on an agreed-upon estimate following a disaster/emergency; within ten (10) days after the date of the signing of the Notice to Proceed, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

The successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all bond or bonds as per proposal specifications. Failure to furnish bond or bonds will result in proposal being declared non-responsive. Non-responsive proposals will not be considered for award.

**Performance Bond**

Orange County Texas will require performance bonds for construction, repair or alteration of public works. The successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all bond or bonds as per proposal specifications. Failure to furnish bond or bonds will result in proposal being declared non-responsive.

**For all contracts in excess of \$50,000.00 for the construction, repair or alteration of a public work or the prosecution or completion of any public work, the contractor must execute a performance bond that:**

1. Is payable to the county,
2. Is in the full amount of the contract,
3. Is conditioned on faithful performance of the work in accordance with the plans, specifications, and contract documents,
4. Is solely for the protection of the county,
5. Executed by a corporate surety or sureties in accordance with the Insurance Code, and
6. Bond must remain in effect for one year beyond the date of acceptance by Owner.

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., Ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided. Bond must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code)

**Payment Bond**

Orange County Texas will require payment bond for construction, repair of alteration of public works. If the Purchasing Agent determines that a payment bond is required for a particular contract, the notice to proposers or request for proposals or offers will state that a payment bond in the full amount of the

contract price is required. Said payment bond must be executed by a company authorized to do business in Texas before the contractor commences work and within ten (10) days after the contract award is sent to the contractor. Payment bonds will not be required from any proposer or proponent whose rates are subject to regulation by a state agency as per Texas Local Government Code 262.032 (d). For all contracts in excess of \$25,000.00 for the construction, repair or alteration of a public work or the prosecution or completion of any public work, the contractor must execute a payment bond that:

1. Is solely for the protection of all claimants supplying labor and material in the performance of work provided in the contract,
2. Is payable to the county for the use of these claimants,
3. Is in the full amount of the contract,
4. Executed by a corporate surety or sureties in accordance with the Insurance Code, and
5. Is in a form approved by the Commissioners' Court.

Payment bond must be issued by a State approved surety in accordance with Article 7.19-1 Bond of Surety Company; Chapter 7 of the Insurance Code, must also be for not less than one hundred percent (100%) of the contract price and remain in effect for one year beyond the date of acceptance by the Owner.

Payment bonds should be effective from commencement of performance until the end of the fourth month after all items of work, for the project are completed unless releases are obtained from all subcontractors and materials. Any payment bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., Ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided. Bond must be executed by a Corporate surety in accordance with Section 1, Chapter 87, Acts of 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

### **General Terms Conditions of Proposal and Term Contract Insurance Requirements**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award. Before commencing work, the successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract. No Purchase Order will be released until all required documents are provided to Orange County Purchasing.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$1,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000.00 products/completed operations aggregate). Coverage for products/completed operations must be maintained for a least two (2) years after the construction work is completed. Coverage must be written on an occurrence form Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.
- (b) Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000.00 per occurrence each accident/\$500,000.00 by disease per-occurrence/\$500,000.00 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned and hired vehicle coverage.



The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful proposer may maintain reasonable and customary deductibles, subject to approval by Orange County.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000.00 per-occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful proposer shall specifically endorse applicable insurance policies as follows:

1. Orange County shall be named as an additional insured with respect to general liability.
2. All liability policies shall contain cross liability and severability of interest clauses
3. A waiver of subrogation in favor of Orange County shall be contained in the workers compensation, general liability, and automobile liability coverage.
4. All insurance policies shall be endorsed to require the insurer to immediately Orange County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Orange County will receive at least sixty (60) days' notice prior to cancellation, non-renewal or termination of the insurance.

All insurance shall be purchased from an insurance company that meets the following requirements:

1. A financial rating of A: VII or better as assigned by the BEST Rating Company.
2. Licensed and admitted to do business in the State of Texas

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1. The company is licensed and admitted to do business in the State of Texas, and is a subscriber to the Federal/State Guaranty Fund if applicable.
2. The insurances set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.
3. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
4. Shall specifically set forth the notice of cancellation or termination provisions to Orange County.

## **General Terms and Conditions of Proposal and Term Contract: Workers' Compensation**

### **Insurance**

#### **Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.**

##### 1. Definitions:

1.1. **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.2. **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.

1.3. **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which 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.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. 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.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

5.1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

5.2. No later than ten (10) days after receipt by the Contractor, 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.

6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) 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.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' 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.

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

9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.2. 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.

9.3. Provide the Contractor, prior to the end of coverage period, 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.

9.4. Obtain from each person with whom it contracts, and provide to the Contractor:

9.4.1. A certificate of coverage, prior to the other person beginning work on the project; and

9.4.2. The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) 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

9.7. Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of 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.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**OFFER FORM**

**RFP-23001- DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

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To Orange County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this proposal, which will result in a binding contract if accepted by Orange County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

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Company Name

For clarification of this offer, contact:

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Address

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Name

---

City                      State                      Zip

---

Phone                                      Fax

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Signature of Person Authorized to Sign

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E-mail

---

Printed Name

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Title

**Proposer Shall Return Completed Form with Offer**

**RFP-23001 DISASTER RECOVERY SERVICES  
County Of Orange Texas Rider**

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*This rider is attached to the County of Orange RFP-23001 for the benefit of the agencies listed below. The County assumes no responsibility in the evaluation and award of any contract(s) resulting from this rider. Any contracts resulting from this rider are strictly between the individual agency (of those listed herein) and the bidder.*

Bidder is to indicate his willingness to contract with the following respective agencies:

<b>City of Orange Texas</b>	_____	_____
	<b>YES</b>	<b>NO</b>
<b>City of Vidor Texas</b>	_____	_____
	<b>YES</b>	<b>NO</b>
<b>City of West Orange Texas</b>	_____	_____
	<b>YES</b>	<b>NO</b>
<b>City of Pine Forest Texas</b>	_____	_____
	<b>YES</b>	<b>NO</b>
<b>City of Bridge City</b>	_____	_____
	<b>YES</b>	<b>NO</b>
<b>City of PineHurst Texas</b>	_____	_____
	<b>YES</b>	<b>NO</b>
<b>City of Rose City Texas</b>	_____	_____
	<b>YES</b>	<b>NO</b>

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**Company** \_\_\_\_\_

\_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Date**

**Bidder Shall Return Completed Form with Offer**

**ACCEPTANCE OF OFFER**

**RFP-23001- DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

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The Offer is hereby accepted for the following items:

RFP-23001, DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS

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Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specifications, amendments, etc., and the Contractor’s Offer as accepted by Orange County.

This contract shall henceforth be referred to as RFP-23001. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Orange County Purchasing Agent.

**Countersigned:**

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Orange County Judge

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Date

**Attest:**

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Orange County Clerk

**VENDOR REFERENCES**

**RFP-23001- DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**Proposer Shall Return Completed Form with Offer**

## SPECIAL REQUIREMENTS/INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

### 1. **Submission of FORM 1295 – Texas Ethics Commission**

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (Form 1295) at the time of notification of award.

FORM 1295, Complete Instructions, and Login Instruction are available via the Texas Ethics Commission:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Orange County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit Form 1295 online via the Texas Ethics Commission website link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

2. Submit a printed copy of Form 1295, signed by an Authorized Agent of the awarded vendor and to the Orange County Purchasing Department, 714 Polk Street, Orange, Texas, 77630.

**The above process must be completed before the Commissioners Court may execute the contract. No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.**

### 2. **Vendor Registration: System for Award Management (SAM)**

The Purchasing Department prior to procuring or entering into contract(s) for any goods/services will check the exclusion or debarment record of the vendor using the System for Award Management (SAM) and document by printing out the verification. The System for Award Management (SAM) is the Official U.S. Government System that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. A copy of the screen print indicating the vendor is not excluded or debarred at the time of the procurement will be included with the paperwork for that purchase and retained with the procurement records.

**This policy applies to the procurement of all good(s) or services(s) regardless of unit price or quantity. Vendor(s) will be verified before issuing any new purchase order, blanket purchase order, and contract or single time purchase. Vendor(s) will be verified prior to extending, renegotiating a follow-on contract, or entering into a new contract. Proposal respondents are highly encouraged to check their firm's SAM status prior to proposal submission.**

The Purchasing Department shall verify all vendors, utilizing the System for Award Management (SAM).

The Purchasing Department will:

1. Go to the EPLS Website (<https://.SAM.Gov>).
2. The Purchasing Agent or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used.
4. If the vendor is found not to be debarred, print the screen page and retain with the procurement documentation.

**Vendors may register at NO COST directly at the SAM website: <https://www.sam.gov>.**



## CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ (BELOW)

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### For vendor doing business with local governmental entity Form CIQ

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## CONFLICT OF INTEREST QUESTIONNAIRE – Form CIQ

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> 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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> 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.</p>		
<p><b>6</b> <input type="checkbox"/> 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).</p>		
<p><b>7</b></p> <p style="text-align: center;">                 _____                  Signature of vendor doing business with the governmental entity             </p> <p style="text-align: right; margin-right: 100px;">                 _____                  Date             </p>		

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT FORM CIS (BELOW)**

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**LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT- FORM CIS (BELOW)**

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

This form is required to be filed with the records administrator of the local governmental entity **not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.**

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor. Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

**INSTRUCTIONS FOR COMPLETING THIS FORM – FORM CIS (BELOW)**

*The following numbers correspond to the numbered boxes below.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.**

List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.

**6. Affidavit.** Signature of local government officer.

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – Form CIS (BELOW)**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
(Instructions for completing and filing this form are provided on the next page.)		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p align="center">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="right">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

**Contractor Acknowledgement of Stormwater Management Program**

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

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

Furthermore, I agree to notify Orange County immediately of any issue caused by or identified by \_\_\_\_\_ that is believed to be an immediate threat to human health or the environment.  
(Company/Contractor)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Proposer Shall Return Completed Form with Offer**

## RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Orange County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

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

- I certify that \_\_\_\_\_ [company name] is a Resident proposer of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident proposer as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting proposal/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Orange County.

Orange County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Orange County Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**Proposer Shall Return Completed Form with Offer**

## Good Faith Effort (GFE) Determination Checklist

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***This information must be submitted with your proposal.***

Proposer intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s proposal. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant . . .

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> HUBs that were genuinely interested in proposaling on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject proposals from HUBs that qualify as lowest and responsive proposers?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>   |

**If “No” was selected, please explain and include any pertinent documentation with your proposal.  
If necessary, please use a separate sheet to answer the above questions.**

---

Printed Name of Authorized Representative

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Signature

---

Title

---

Date

**Proposer Shall Return Completed Form with Offer**

**Notice of Intent (NOI) to Subcontract with  
Historically Underutilized Business (HUB)**

---

**Proposer Shall Return Completed Form with Offer**

Proposer intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).  
 Yes  No

**Instructions for Prime Contractor/Consultant:** Proposer shall submit this form with the proposal; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

---

Contractor Name: \_\_\_\_\_ HUB:  Yes  No  
Address: \_\_\_\_\_  
  Street  City  State  Zip  
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Project Title & No.: \_\_\_\_\_  
Prime Contract Amount: \$ \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_  
HUB Status (Gender & Ethnicity): \_\_\_\_\_  
Certifying Agency:    Tx. Bldg & Procurement Comm.    Orange County    Tx Unified Certification Prog.  
Address: \_\_\_\_\_  
  Street  City  State  Zip  
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %  
Description of Subcontract Work to be Performed: \_\_\_\_\_

---

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Orange County Purchasing Agent’s Representative. The “HUB Subcontractor/Subconsultant Change Form” must be completed and faxed to 409-670-4170

**Proposer Shall Return Completed Form with Offer**



# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your proposal.***

Proposer intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ RFP/RFP  
No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

## FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information \_\_\_\_\_ Date: \_\_\_\_\_ Initials: \_\_\_\_\_

## PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Proposer Shall Return Completed Form with Offer**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Orange County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Orange County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**Proposer Shall Return Completed Form with Offer**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

## **PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Orange County HUB Office contacted for assistance in locating HUBs?  Yes  No

## **PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the proposer selects, after proposal submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that proposer is the apparent low proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Proposer Shall Return Completed Form with Offer**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Proposer Shall Return Completed Form with Offer**

**Orange County Texas  
House Bill 89 Verification**

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I, \_\_\_\_\_(Person name), the undersigned  
representative of\_(Company or Business name)\_\_\_\_\_

\_\_\_\_\_ (hereafter referred to as company) being an adult over the age of  
eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose  
and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,  
Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

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

\_\_\_\_\_  
DATE

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

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared  
\_\_\_\_\_, the above-named person, who after by me  
being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

\_\_\_\_\_  
Date

**Proposer Shall Return Completed Form with Offer**

**Orange County Texas**  
**SENATE BILL 252 CERTIFICATION**

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On this day, I, Michelle Carroll , the Purchasing Representative for Orange County Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

## Certification Regarding Lobbying

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

---

Company Name

---

Signature of Company Representative

---

Date

**Proposer Shall Return Completed Form with Offer**

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal

Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**



**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS  
31 U.S.C. 3801 ET SEQ.**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**

**ACCESS TO RECORDS AND REPORTS**

The following access to records requirements apply to this contract:

1. The contractor agrees to provide the City of Orange finance manager or their designee, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative’s access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.”

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**

**EQUAL EMPLOYMENT OPPORTUNITY 29 CFR Part 1630, 41 CFR Parts 60 et seq.**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

---

Printed Name of Signatory

---

Signature and Date

**Proposer Shall Return Completed Form with Offer**

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 29 CFR § 5.5(B)**

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

\_\_\_\_\_  
Printed name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

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

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
**(To be submitted with each bid or offer exceeding \$100,000)**

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Signature of Bidder/Contractor/Subcontractor's Authorized Official

\_\_\_\_\_  
Printed Name of Bidder/Contractor/Subcontractor's Authorized Official

\_\_\_\_\_  
Title of Authorized Official

**Proposer Shall Return Completed Form with Offer**

**Clean Air 42 U.S.C. § 7401 et seq.**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

---

Printed Name of Signatory

---

Signature and Date

**Proposer Shall Return Completed Form with Offer**

**CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

---

Printed Name of Signatory

---

Signature and Date

**Proposer Shall Return Completed Form with Offer**

**PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C. 6962**

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

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

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

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**



**DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND  
FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS 2CFR §200.321**

Should the CONTRACTOR subcontract any work under this Contract, CONTRACTOR shall take the following steps: place qualified small and minority businesses and women’s business enterprises on solicitation lists; assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at [222.SBA.gov](http://222.SBA.gov) and [www.MBDA.gov](http://www.MBDA.gov).

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_

**Proposer Shall Return Completed Form with Offer**

**ENERGY EFFICIENCY AND CONSERVATION**

Contractor shall comply with the mandatory standards and policies in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201)

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Signature and Date

**Proposer Shall Return Completed Form with Offer**

**PAYMENT BOND - SAMPLE**

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KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor or Company)

\_\_\_\_\_ (Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation / Partnership)

and \_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_ (Address)

Hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_ (Name of Recipient)

\_\_\_\_\_ (Recipient's Address)

Hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

Dollars, \$ \_\_\_\_\_ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_ (Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PERFORMANCE BOND - SAMPLE**

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KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor or Company)

---

(Address)

A \_\_\_\_\_ hereinafter called Principal, and

---

(Name of Surety Company)

---

(Address)

Hereinafter called Surety, are held and firmly bound unto

---

(Name of Recipient)

---

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of \$\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the\_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

**RFP-23001 DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

**SCOPE OF SERVICE**

**1. INTENT**

1.1. *The County is seeking proposals from qualified Contractors to establish a Disaster Recovery Package contract for project management and various disaster related services. Services shall include, but not be limited to:*

- 1.1.1. Emergency Road Clearance
- 1.1.2. Emergency Power Generators
- 1.1.3. Temporary Satellite Communications
- 1.1.4. Temporary Sanitary Facilities/Portable Housing Facilities
- 1.1.5. Reefer and Refrigerator Container with an initial ice delivery
- 1.1.6. Potable Water Truck, Bottled Drinking Water and Food
- 1.1.7. Mobile Fleet Repair Facilities, Technicians and Mechanics with parts and supplies
- 1.1.8. Temporary Signage and Traffic Control
- 1.1.9. Canteen, inclusive of Operation and Staffing
- 1.1.10. Right of Way (ROW) Debris Management
- 1.1.11. Tree, Tree Stump and Tree Limb Removal
- 1.1.12. Right of Entry (ROE) Debris Management
- 1.1.13. Demolition of Structures
- 1.1.14. Emergency Temporary Dry-in of Facilities
- 1.1.15. Temporary Security
- 1.1.16. Temporary Lighting
- 1.1.17. Temporary Fueling Facilities, inclusive of storage and dispensing
- 1.1.18. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc) with and without operators, including Rear-Loading Refuse Trucks
- 1.1.19. Temporary Fencing
- 1.1.20. Temporary Jail Holding Facility

1.2. *The awarded contract shall not be considered exclusive and the County retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.*

1.3. *The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.*

1.4. *It is the intent of the County to award the contract(s) as follows:*

- 1.4.1. Debris Management
  - 1.4.1.1. **The following services shall not be split:** ROW Debris Management, ROE Debris Management and Tree/Tree Stump/Limb Removal.

- 1.4.1.2. The County anticipates this category shall be awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
- 1.4.2. Ancillary Services
  - 1.4.2.1. The remaining services may be individually awarded or grouped together and awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
  - 1.4.2.2. Debris Management Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.
- 1.5. *It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.*
- 1.6. *It is the intent of the County to award a one (1) year term contract, with an option to renew for two (2) additional years. Which shall commence immediately upon the County Commissioner's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.*
- 1.7. ***Contractors are invited to propose services that they are qualified to perform.*** *The County reserves the right to split the award of the resulting contract or award a service to multiple Contractors.*

## 2. QUALIFICATIONS

*The Contractor's company shall be currently engaged in emergency disaster recovery services on a full time basis, year round, for a minimum of five (5) years, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.*

## 3. PROPOSED SCOPE OF SERVICES

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

- 3.1. *The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.*
- 3.2. *Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.*
- 3.3. *The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.*
- 3.4. *The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.*
- 3.5. *No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by Orange County.*
- 3.6. **STRATEGIC PLANNING:**
  - 3.6.1. The Contractor in conjunction with the County shall develop a strategic plan for disaster recovery services and submit eight (8) hard copies and same documentation on one CD-rom in Adobe Acrobat format to the County for approval fourteen (14) days prior to the pre-event planning meeting.
  - 3.6.2. A pre-event planning meeting shall be conducted upon the award of this contract. County staff will work closely with the Contractor to identify the following:



- 3.6.2.1. Map of primary transportation routes;
  - 3.6.2.2. Map of all facilities with notation to essential facilities;
  - 3.6.2.3. Emergency power requirements for essential facilities;
  - 3.6.2.4. Map of sanitary portable facilities for immediate placement;
  - 3.6.2.5. Possible locations for temporary debris staging and reduction site (TDSRS); and
  - 3.6.2.6. Possible equipment staging locations.
- 3.6.3. The Contractor shall meet with the County staff prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

**3.7. MOBILIZATION:**

- 3.7.1. The contractor is responsible to contact the County's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.
  - 3.7.1.1. Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.
- 3.7.2. Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County :
  - 3.7.2.1. The County will release the equipment to the Contractor for deployment outside of the Orange County. This process shall be in writing with the County's Representative signature authorizing the release of the equipment.
  - 3.7.2.2. In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly, or monthly) of the Contractor's agreement for rental/lease.
  - 3.7.2.3. In all instances the Contractor shall make *every effort* to negotiate with their supplier a rental term no longer than *one (1) week*. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.
- 3.7.3. The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.
- 3.7.4. The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.
- 3.7.5. The Contractor shall coordinate with the County a disaster recovery plan applicable to the event. The plan shall include:
  - 3.7.5.1. Verification of primary transportation routes, which require clearing;
  - 3.7.5.2. Debris removal strategy (i.e. landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc.);
  - 3.7.5.3. Placement of emergency power;
  - 3.7.5.4. Placement of immediate need sanitary portable facilities/portable housing facilities;
  - 3.7.5.5. Placement of immediate need reefer and refrigerator containers and initial ice supply;
  - 3.7.5.6. Placement of a water trucks with potable water and emergency water and food;
  - 3.7.5.7. Placement and operation of a temporary fleet maintenance facility.
- 3.7.6. The Contractor shall all be capable of deploying all resources for the following immediate need services within four (4) to six (6) hours following an event:
  - 3.7.6.1. Equipment for clearing transportation routes;
  - 3.7.6.2. Equipment and materials to provide emergency power at facilities deemed essential by the County;
  - 3.7.6.3. Portable facilities;
  - 3.7.6.4. Reefer and refrigerator containers with initial ice delivery;
  - 3.7.6.5. Potable water trucks and emergency bottled water;

- 3.7.6.6. Temporary fleet maintenance facility;
  - 3.7.6.7. Traffic control and signage; and
  - 3.7.6.8. Canteen to include staffing and operation.
- 3.7.7. The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

**3.8. EMERGENCY ROAD CLEARANCE:**

- 3.8.1. Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County. This task of the scope of service shall be completed within the first 70 hours after mobilization in accordance with 3.7.6 above. FEMA allows a 70-hour window for the initial cleanup where everything is reimbursed at 100%.
- 3.8.2. Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.
- 3.8.3. County will compensate Contractor pursuant to Schedule 2(A) of Contractor's Proposal.

**3.9. EMERGENCY POWER GENERATORS**

- 3.9.1. Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. This task of the scope of service shall be completed in accordance with 3.7.6 above. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.
- 3.9.2. Upon delivery of each unit, the Contractor shall contact the designated County staff for receipt and documentation for equipment.
- 3.9.3. The Contractor shall be responsible for fueling the provided generators and County owned generators on a daily basis or as identified by and directed by the County. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.
- 3.9.4. The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
  - 3.9.4.1. In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.
- 3.9.5. County will compensate the Contractor as follows:
  - 3.9.5.1. Equipment/Materials - County will compensate Contractor pursuant to Schedule 2(C) of Contractor's Proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.9.5.2. Labor - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.

**3.10. TEMPORARY SATELLITE COMMUNICATON:**

- 3.10.1. The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. This task of the scope of service shall be completed in accordance with 3.7.6 above.
- 3.10.2. County will compensate Contractor pursuant to Schedule 2(D) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.

**3.11. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:**

- 3.11.1. The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed. This task of the scope of service shall be completed in accordance with 3.7.6 above.
  - 3.11.1.1. Portable facilities
  - 3.11.1.2. Portable hand washing systems
  - 3.11.1.3. Portable shower system
  - 3.11.1.4. Portable laundry facilities

- 3.11.1.5. Portable restroom system
- 3.11.1.6. Roll of dumpsters
- 3.11.1.7. Temporary holding facility
- 3.11.2. The units provided by the Contractor will be on a temporary basis until the County's contracted vendor can adequately place their units. Upon delivery of such units, the County will authorize the removal of the Contractor's temporary units.
- 3.11.3. Waste products must be disposal at a legally operated disposal facility.
- 3.11.4. County will compensate Contractor pursuant to Schedule 2(E) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.

**3.12. REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY**

- 3.12.1. The Contractor shall provide a minimum of one (1) reefer container with four (8) pallets of bagged ice and one (1) refrigerated container immediately following a disaster event. Placement of containers shall be as directed by the County. This task of the scope of service shall be completed in accordance with 3.7.6 above.
- 3.12.2. The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendor; the County will be responsible for payment of fuel for refueling generators.
- 3.12.3. The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- 3.12.4. Upon depletion of the initial ice delivery, the county will replenish the ice supply by a separate contract and/or through this contract.
- 3.12.5. County will compensate the Contractor as follows:
  - 3.12.5.1. Equipment/Materials - County will compensate Contractor pursuant to Schedule 2(F) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.12.5.2. Labor - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal. County Morgue has requested refrigerated trucks.

**3.13. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER**

- 3.13.1. The Contractor shall provide a minimum of three (3) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the County. This task of the scope of service shall be completed in accordance with 3.7.6 above.
- 3.13.2. The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- 3.13.3. In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.
- 3.13.4. The Contractor shall be responsible for furnishing the initial delivery of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the County will replenish the bottled water supply by a separate contract and/or through this contract.
- 3.13.5. County will compensate the Contractor as follows:
  - 3.13.5.1. Equipment/Materials - County will compensate Contractor pursuant to Schedule 2(G) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.13.5.2. Labor - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.

### 3.14. *MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS*

- 3.14.1. As directed by the County, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed. If required, this task of the scope of service shall be completed in accordance with 3.7.6 above.
- 3.14.2. County will compensate Contractor pursuant to Schedule 2(H) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.

### 3.15. *TRAFFIC CONTROL AND SIGNAGE*

- 3.15.1. As directed by the County, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. If required, this task of the scope of service shall be completed in accordance with 3.7.6 above. The following indicated the type of items to be provided and quantities:
  - 3.15.1.1. 200 each – Safety Cade Type II Barricades with flashing lights (lease)
  - 3.15.1.2. 100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands (lease)
  - 3.15.1.3. 100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs (purchase)
  - 3.15.1.4. 100 each – Fourteen Gauge 2" x 2" x 1 ¼" square pre-drilled poles (purchase)
  - 3.15.1.5. 100 each – A-Frame stands for 36" signs (lease)
- 3.15.2. All equipment and materials proposed shall be in accordance with TXDOT regulations.
- 3.15.3. The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.
- 3.15.4. County will compensate Contractor pursuant to Schedule 2(I) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.

### 3.16. *CANTEEN*

- 3.16.1. As directed by the County, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding and housing County employees and Mutual Aid employees. If required, this task of the scope of service shall be completed in accordance with 3.7.6 above.
- 3.16.2. The County will compensate the Contract based on the following:
  - 3.16.2.1. Equipment and Materials - County will compensate Contractor pursuant to Schedule 2(J) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.16.2.2. Staffing Labor - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.

### 3.17. *RIGHT-OF-WAY DEBRIS MANAGEMENT*

- 3.17.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all **eligible\*** disaster-generated debris, including hazardous and industrial waste materials, and electronic waste materials as directed by the County.
  - 3.17.1.1. **\*\*Eligible\*\*** means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.
- 3.17.2. The County and Contractor will tentatively plan the number of passes/sweep\* for debris pick up following a complete assessment of the volume of disaster generated debris.
  - 3.17.2.1. \*Passes/Sweeps means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

- 3.17.2.2. The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.
- 3.17.3. The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the County. Services will only be performed when requested and as designated by the County.
  - 3.17.3.1. This task shall consist of six (6) types of debris:
    - 3.17.3.1.1. Clean Construction & Demolition (C&D);
    - 3.17.3.1.2. Clean Vegetation;
    - 3.17.3.1.3. Contaminated Construction & Demolition (mixed vegetation and C&D); and
    - 3.17.3.1.4. White goods (i.e. refrigerators, stoves, and other appliances)
    - 3.17.3.1.5. Household hazardous and industrial waste
    - 3.17.3.1.6. Electronic waste
  - 3.17.3.2. Task services shall include:
    - 3.17.3.2.1. Picking up debris from right-of-way and transporting debris to the TDSRS;
    - 3.17.3.2.2. Reduction of debris at the TDSRS; and
    - 3.17.3.2.3. Loading and transporting reduced debris to a lawful disposal site.
- 3.17.4. The County will be requesting unit prices for the following services:
  - 3.17.4.1. Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;
  - 3.17.4.2. Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the four (4) types of debris;
  - 3.17.4.3. Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C & D to the disposal site directed and approved by the County.
  - 3.17.4.4. Loading and disposal rates for contaminated C & D shall be the actual tonnage, as reported by the landfill.
  - 3.17.4.5. Unit Pricing for transporting and disposal of electronic waste
  - 3.17.4.6. Unit pricing for transporting and disposal of household hazardous and industrial waste
    - 3.17.4.6.1. Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to (location to be determined). In the the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.
  - 3.17.4.7. The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor. The County will reimburse the contractor as follows:
    - 3.17.4.7.1. One unit price for pick up and final disposal for each item at the County's Recycling Center.
    - 3.17.4.7.2. One unit price for pick up and final disposal for each item at a County recognized recycling vendor.
    - 3.17.4.7.3. One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.
  - 3.17.4.8. Tipping fees at the negotiated rates shall be paid by the Contractor. The County reserves the right to negotiate tipping fees with the selected landfill(s). The County will not pay an administrative charge to the Contractor for this line item.
  - 3.17.4.9. In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick up of right-of-way debris and transporting directly to a lawful landfill as directed by the County. The tipping rate structure in 3.17.5.6 will apply in this instance.
  - 3.17.4.10. The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

- 3.17.5. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 3.17.6. County will compensate Contractor pursuant to Schedule 2(K) of Contractor's proposal.

**3.18. TREES, TREE STUMP AND TREE LIMB REMOVAL**

- 3.18.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the County.
- 3.18.2. The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.
  - 3.18.2.1. The County will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.
  - 3.18.2.2. The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.
  - 3.18.2.3. As directed by the County, the Contractor shall cut and remove hanging or broken limbs.
  - 3.18.2.4. Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.
  - 3.18.2.5. The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.
- 3.18.3. The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.
- 3.18.4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 3.18.5. County will compensate the Contractor as follows:
  - 3.18.5.1. Trees/Tree Stump - County will compensate Contractor pursuant to Schedule 2(L) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.18.5.2. Tree Limbs - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.

**3.19. RIGHT-OF-ENTRY DEBRIS MANAGEMENT (If implemented by the County)**

- 3.19.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all **eligible\*** disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.
- 3.19.2. The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.
- 3.19.3. The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.
- 3.19.4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 3.19.5. The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.
- 3.19.6. County will compensate Contractor pursuant to Schedule 2(K) of Contractor's proposal.

**3.20. DEMOLITION OF STRUCTURES (If implemented by the County):**

- 3.20.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to

execute, complete the above services, as directed by the County.

- 3.20.2. As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.
  - 3.20.2.1. The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.
- 3.20.3. As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.
- 3.20.4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 3.20.5. County will compensate Contractor pursuant to Contractor's proposal.

### **3.21. EMERGENCY TEMPORARY DRY-IN OF FACILITIES**

- 3.21.1. As directed by the County, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.
- 3.21.2. The contractor shall be licensed in the State of Texas for performing the services.
- 3.21.3. The basic scope for the evident services are as follows:
  - 3.21.3.1. Roofing
    - 3.21.3.1.1. Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
    - 3.21.3.1.2. Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
    - 3.21.3.1.3. Dry-in and secure a temporary roofing system, as approved by the County.
  - 3.21.3.2. Overhead Doors
    - 3.21.3.2.1. Remove existing overhead door.
    - 3.21.3.2.2. Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
    - 3.21.3.2.3. Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.
  - 3.21.3.3. Windows
    - 3.21.3.3.1. Remove unsafe glass and materials from window opening.
    - 3.21.3.3.2. Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
    - 3.21.3.3.3. Contractor may secure the opening utilizing plywood and securely affixing to structure.
- 3.21.4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 3.21.5. County will compensate the Contractor as follows:
  - 3.21.5.1. Materials/Equipment - County will compensate Contractor pursuant to Schedule 2(M) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.21.5.2. Labor - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.
  - 3.21.5.3.

### **3.22. TEMPORARY SECURITY PERSONNEL**

- 3.22.1. As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.
- 3.22.2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 3.22.3. County will compensate Contractor pursuant to Schedule 2(N) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.

### **3.23. TEMPORARY LIGHTING**

- 3.23.1. As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.
- 3.23.2. The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.
- 3.23.3. The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.
- 3.23.4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 3.23.5. County will compensate the Contractor as follows:
  - 3.23.5.1. Equipment/Materials - County will compensate Contractor pursuant to Schedule 2(O) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.23.5.2. Labor - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.

### **3.24. TEMPORARY PORTABLE FUELING SITES AND DISPENSING:**

- 3.24.1. As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.
  - 3.24.1.1. The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.
  - 3.24.1.2. The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.
  - 3.24.1.3. The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.
- 3.24.2. The Contractor shall be responsible for the initial fuel delivery and all other deliveries until the normal County fuel supply chain is reestablished.
- 3.24.3. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first twenty four (+/-) hours after disaster event.
- 3.24.4. County will compensate the Contractor as follows:
  - 3.24.4.1. Equipment/Materials - County will compensate Contractor pursuant to Schedule 2(P) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.
  - 3.24.4.2. Labor - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.

### **3.25. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS**

- 3.25.1. As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.
- 3.25.2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.



3.25.3. County will compensate the Contractor as follows:

3.25.3.1. Specified Equipment - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal.

3.25.3.2. Unspecified Equipment - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.

**3.26. *TEMPORARY HOLDING FACILITY***

3.26.1. As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary holding facilities at designated areas.

3.26.2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first forty eight (+/-) hours after disaster event.

3.26.3. County will compensate the Contractor as follows:

3.26.3.1. Equipment/Materials - County will compensate Contractor pursuant to Schedule 2(R) of Contractor's proposal. In all instances a copy of the supplier's invoice shall accompany the pay request.

3.26.3.2. Labor and Specified Equipment - County will compensate Contractor pursuant to Schedule 2(A) of Contractor's proposals.

**RFP-23001- DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

**CONTRACT REQUIREMENTS**

**1. GENERAL CONTRACT REQUIREMENTS**

- 1.1. *AUDIT RIGHT AND RETENTION OF RECORDS - The Contractor shall have the responsibility of maintaining accurate records, both financial and corresponding, for the awarded contract. The County shall have the assignable right to audit the financial records, accounts and other documentation of the Contractors, which are related to the awarded contract.*
- 1.2. *NOTICES AND CONTRACT AMENDMENTS – Both parties shall give notice to the other and process contract amendments in writing.*
- 1.3. *PERMITS/LICENSES – The Contractor shall be responsible for obtaining all permits and licenses for the execution of required services. The Contractor shall not be responsible for obtaining permits or licenses when the requirements for which has or will be waived because of a declaration of an emergency or disaster.*
- 1.4. *SUPERVISION OF WORK – Under the general oversight of the County or entity, the Contractor shall supervise and direct all work, employees, agent, subcontractors, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures utilized. The Contractor shall employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the Contractor, and all communications given to the supervisor(s), in writing by the County’s authorized representative, shall be as binding as if given to the Contractor.*
- 1.5. *OTHER RELATED WORK – The County reserves the right to negotiate other services deemed necessary to ensure a successful recovery with the Contractor.*
- 1.6. *SUBSTITUTION OF PERSONNEL – It is the intention of the County that the Contractor’s personnel proposed for the contract will be available for the term of the contract. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to County approval. In the event substituted personnel are not found to be satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for this cause.*
- 1.7. *DISASTER RECOVERY TECHNICAL ASSISTANCE - The Contractor shall provide Disaster Recovery Technical Assistance to officials within the County and to designated staff members to assist the local government with guidance and consultation on all aspects of the recovery process.*
- 1.8. *OTHER AGREEMENTS – The County or entity may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.*
- 1.9. *COUNTY OBLIGATIONS – the County shall furnish all information and documents necessary for the commencement of Contractor services, including a written Notice to Proceed. A representative will be designated by the County to be the primary point of contact for inspecting work and answering any on-site questions prior to and after activation of the contract.*

*The County will be responsible for issuing all Public Service Announcements to advise citizens and agencies of the disaster recovery tasks being accomplished. The Contractor may be requested to assist the County with the development of Public Service Announcements.*
- 1.10. *SERVICE AREA – The area for work by the Contractor’s crews and other contracted services shall be directed by the County or entity.*

- 1.11. *UTILIZING LOCAL RESOURCES – The Contractor shall, to every extent possible, give priority to utilizing labor and other resources within Orange County.*
- 1.12. *OTHER AGENCIES - The term “government” as used in this document refers to those governmental agencies which may have a regulatory or funding interest in this proposal.*
- 1.13. *BILLING CYCLE - Contractor shall invoice the County on a thirty (30) consecutive calendar day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.*
- 1.14. *PAYMENT RESPONSIBILITY – The County or entity agrees to accept Contractor’s invoices and supporting documentation and process said invoices for payment in accordance with the Texas Prompt Payment Act, Tex. Gov’t Code Ann. § 2251 Texas Statutes.*
- 1.15. *INELIGIBLE WORK– The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the County and/or government as ineligible debris.*
- 1.15.1. *Eligibility Inspections - Contractor and the County shall inspect each load, or shall inspect at some other frequency at the County’s direction, to verify that the contents are in accordance with the accepted definition of eligible debris.*
- 1.15.2. *Eligibility Determinations - If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility. No payment will be allowed for that load and the Contractor will not invoice the County for such loads. The County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.*
- 1.16. *CONTRACT RATES/SERVICE NEGOTIATIONS - Unknown and/or unforeseen events or conditions may require an adjustment to the awarded unit prices. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the County and the Contractor and subject to the review of the government.*
- In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of the awarded Contract.*
- 1.17. *SEVERABILITY - If any provision of the awarded Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without altering the intention of the parties, it will be stricken and the remainder of the Contract will remain in full force and effect.*
- 1.18. *NO CONTINGENT FEES – The Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the awarded contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the awarded Contract. For the breach or violation of this provision, the County shall have the right to terminate the contract without liability, at its discretion, to deduct from contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.*
- 1.19. *INDEPENDENT CONTRACTOR STATUS - Contractor is an independent Contractor and is not an employee, servant, agent, partner or joint venture of the County.*

## **2. CONTRACTOR OBLIGATIONS**

- 2.1. *CONTRACTOR’S CONDUCT OF WORK – The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall demonstrate and*

*maintain a courteous and responsive demeanor toward all citizens. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by the County.*

- 2.2. *DAMAGES BY CONTRACTOR – The Contractor shall be responsible for conducting all operations, whether contemplated by contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of the Contractor, the County may either bill the Contractor for the damages or withhold funds due to the Contractor. The determination of whether “negligence” has occurred shall be made by the County.*
- 2.3. *CONTRACTOR'S DUTY REGARDING OTHER CONTRACTOR(S) - Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.*
- 2.4. *CONTRACTOR'S OWNERSHIP OF DEBRIS - All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, contaminated construction and demolition, white goods and household solid waste.*
- 2.5. *CONTRACTOR'S DISPOSAL OF DEBRIS - Unless otherwise directed by the County, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal sites shall be determined by the County in consultation with the Contractor. Other sites may be utilized as directed and/or approved by the County.*
- 2.6. *DEBRIS MANAGEMENT AND STAGING SITES - Restoration of debris management and staging sites shall be returned to equal or better than original condition by the Contractor and shall be to the satisfaction of the County.*
- 2.7. *WORK SAFETY*
  - 2.7.1. The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the County and/or other governmental regulations. The Contractor shall ensure that its subcontracts contain a similar safety provision.
- 2.8. *INSPECTION AND TESTING – All debris shall be subject to inspection by the County and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.*
- 2.9. *RESTORATION OF ROW, TDSRS AND STAGING AREAS*
  - 2.9.1. The Contractor shall be responsible for all costs associated in the repair of ROW, sidewalks, and driveways, drainage systems and irrigation if the damage is due to Contractor's negligence. The determination of whether “negligence” has occurred shall be made by the County.
  - 2.9.2. The Contractor is responsible for the restoration of the TDSRS and Staging Area sites. Restoration may include, but not be limited to, backfilling, grading, repair of irrigation, repair of drainage systems and furnishing and installing sod.

### **3. STAGING AREAS**

- 3.1. *The Contractor shall provide all supplies, labor and equipment for the operation and management of staging areas to facilitate disaster recovery operations.*

### **4. SUBCONTRACTORS**

- 4.1. *The Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its own*

employees. The Contractor shall ensure that all its subcontractors have and carry the same major provisions of stated in this RFP and that the work of their subcontractors is subject to said provisions. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the County. The Contractor shall supply the names and addresses of subcontractors and material suppliers when requested by the County.

- 4.2. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this contract.

## 5. PERFORMANCE STANDARDS

- 5.1. **CONTRACTOR REPRESENTATIVE** – The Contractor shall have a knowledgeable and responsible representative reporting to the County’s representative within forty-eight (48) hours following the execution of the contract. The Contractor’s representative shall have the authority to implement all actions required to begin the performance of the contracted services as stated in the Contractor and the Contractor’s Strategic Plan.
- 5.2. **SERVICE COMPLETION** – The Contractor shall complete all work directed by the contract as soon as feasibly possible, and in the time necessary to accomplish the work, with the knowledge that time is of the essence. The scope and nature of work to be assigned and performed will be as directed by the County immediately following the event for immediate need services and as the need for other services has been determined.

## 6. CONTRACT TERMINATION

- 6.1. The resulting contract may be terminated upon the issuance of a written notice ninety (90) calendar days from either party or a date agreed upon by both parties.

## 7. DEBRIS MANAGEMENT REQUIREMENTS

- 7.1. **MULTIPLE PASSES/SWEEPS** - Contractor shall make scheduled and/or unscheduled passes of each area impacted by the disaster event passes at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the right-of-way by the citizens and the County.
- 7.2. **OPERATION OF EQUIPMENT** - Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed outside of the public right-of-way unless otherwise directed by the County. Should operation of equipment be required outside of the public right-of-way, the County will provide a Right-of-Entry Agreement.
- 7.3. **CERTIFICATION OF LOAD CARRYING CAPACITY** – The Contractor shall submit to the County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the County and Contractor representatives. A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified reports submitted to the County.
- 7.4. **VEHICLE INFORMATION** – The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor-approved tailgate. Sideboards will be limited to those that protect the load area of the trailer.
- 7.5. **SECURITY OF DEBRIS DURING HAULING** –
  - 7.5.1. The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment

utilized to haul debris. Prior to leaving the loading sites, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with TXDOT guidelines. As required, the Contractor will survey the primary routes used by the Contractor as soon as possible after the transport and recover fallen or blown debris from the roadway(s).

- 7.5.2. Equipment utilized during the performance of the contract shall comply with government regulations and meet the disposal landfill's requirements for equipment. Contractor is responsible for ensuring that equipment and trucks are not overloaded for transporting.
- 7.5.3. The Contractor is prohibited from hand loading debris; exclusion to this restriction is loading white goods.
- 7.6. **TRAFFIC CONTROL** – *The Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.*
- 7.7. **WORK DAYS/HOURS** – *The Contractor may conduct debris removal operations from sunup to sundown, seven (7) days per week. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week. Adjustments to work days and/or work hours shall be as directed by the County following consultation and notification to Contractor.*
- 7.8. **HAZARDOUS AND INDUSTRIAL WASTES** – *The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if directed by the County.*

## **8. REPORTS, CERTIFICATIONS AND DOCUMENTATION**

- 8.1. **Accountable Debris Load Forms** – *The County shall accept the serialized copy of Contractor's debris reporting ticket as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer stations. These tickets shall be used as the basis of any electronic generated billing and/or reports.*
  - 8.1.1. In some instances, the Federal Highway Administration will reimburse the County for specific roadways. The County will advise the Contractors during the strategic planning phase of the specific roadways. The Contractor shall be responsible for maintaining a separate recording and reporting system for stated roadways.
- 8.2. **Reports** - *Contractor shall submit periodic, written reports to the County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:*
  - 8.2.1. **Daily Reports** - Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.
  - 8.2.2. **Weekly Summaries** - A summary of all information contained in the daily reports in a format required by the County.
  - 8.2.3. **Report Delivery** - The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the County in consultation with Contractor.
  - 8.2.4. **Final Project Closeout** - Upon final inspection and/or closeout of the project by the County, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to the County. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or government.

- 8.3. *Additional Supporting Documentation - Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.*
- 8.4. *Report Maintenance - Contractor will be subject to audit by federal, state and local agencies pursuant to the Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than five (5) years.*
- 8.5. *Contract File Maintenance - Contractor will maintain the Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. This contract may be unilaterally cancelled by the County for refusal to comply with this provision.*

## **9. TERM CONTRACT AND PRICES**

### **9.1. CONTRACT TERM**

- 9.1.1. *The term of the awarded contract shall be for one (1) year, with an option to renew for two (2) additional years.*

### **9.2. OPEN-END CONTRACT**

- 9.2.1. No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only.
- 9.2.2. ORDERING: The County or entity reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate Purchasing actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the respondent is unable to comply therewith, the County reserves the right to purchase commodities/services from another source without penalty or prejudice to the County or to the Offeror.

### **9.3. DELIVERED PRICES – TERM CONTRACT**

- 9.3.1. The awarded prices shall be inclusive of all labor, equipment, materials, supervision, freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract.
- 9.3.2. By submission of a response to this solicitation, Offeror agrees to supply the County the items and/or services listed at firm delivered prices for the initial one (1) year contract period.

### **9.4. CONTRACT RENEWAL**

- 9.4.1. The County retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the Offeror. One (1) year from date of award with an option to renew for two (2) additional years. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds
- 9.4.2. Price adjustments during the renewal period will be allowed. The requested adjustment must be submitted to the Purchasing Division accompanied by substantiating proof of necessary increase (i.e. inflationary surge in fuel, wages, insurance or an unexpected cost increase from a supplying aggregate mine). In this event, written justification itemizing the adjustments and stating the percentage of increase must be forwarded to the County. County will compare the requested price increase with the CPI index percent of change for the past twelve (12) months immediately preceding the date of written request. If justified, this request will become effective thirty (30) days from the date the notice was received by County from the Offeror for all purchases and services ordered after the effective date (thirty (30) days from County receipt of request). If the offeror fails to justify the requested increase, County reserves the right to reject the price increase and cancel the balance of the contract.
- 9.4.3. If any price reductions are announced during the contract period, the County shall receive benefit of such

reductions. This request shall also be in the form of a written notification from the Offeror and shall become effective thirty (30) days from the date of notice was received by the County from the Offeror.



**RFP-23001- DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

**SUBMITTAL FORMAT AND REQUIREMENTS**

**SUBMITTAL FORMAT**

- 9.5. *The Offeror shall submit the required information at the time of submittal of their proposals. Failure to provide the required information, in the following format will affect the evaluation of the submittal, and may be grounds for disqualification.*
- 9.6. **Offeror's Company Capabilities:** *Offeror shall demonstrate the financial capabilities and managerial capabilities for performing and supporting the required services. Offeror shall show evidence of the company's ability to manage the proposed tasks simultaneously and expeditiously, especially if the company has additional contracts for the same services in other areas of the state or country. Offeror shall provide a listing of all current contracts for Disaster Recovery to include: Name of Company/Entity, contact person, telephone/fax numbers, expiration of contract. Offerors shall submit their financial statements for the past five (5) years. Provide a complete listing of current Disaster Recovery commitments.*
- 9.7. **Individual Capabilities:** *Offerors shall submit a listing of key personnel with their position and resumes to be involved in the contract. Offerors shall specifically identify the lead personnel on the project and provide their qualifications. Qualifications shall also be submitted on all key personnel that will provide services inclusive of demonstrative knowledge and understanding of the services to be performed; previous experience in similar or related work; federal, state and local codes; previous business relationships with FEMA representatives and their involvement with FEMA..*
- 9.8. **Experience:** *State previous or current references, preferably governmental, which you have or have had similar contracts with, within the last five (5) years. Include the entity/company name, contact name, telephone, and fax numbers. A reference list for the lead personnel is also required, which shall identify the same information as the offeror's references. The Offeror shall demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Service, to at least one agency similar in size and complexity of the County. Current contracted list to be included in proposal*
- 9.9. **Work Plan:** *Offerors shall demonstrate their understanding of the scope of services required for emergency disaster recovery; understand how these services effect the community and the economic impact; understand the need to work with County officials and the community, and the willingness to design the best response plan to meet the Orange County's needs in the event of a disaster.*
- 9.10. **Proposed Services:** *The Offeror shall provide a detailed list of all the services that the offeror is able to provide and explain how these services will be accomplished.*
- 9.11. **Equipment Listing:** *Furnish a complete list of all equipment currently available to perform the services.*
- 9.12. **Proposed Rates:** *Offeror's are to complete the Proposal Schedule for all services proposed. Offeror shall provide a supplemental proposal schedule for additional services proposed, but are not specifically mentioned by the County.*

*Following is a guideline on the County determination of unit of measure used on time contracts.*

- 9.12.1. *Daily rates will be based on an eight (8) hour workday. Weekly rates will be based on five (5) each – eight (8) hour workdays. Monthly rates will be based on twenty-two (22) days on an eight (8) hour workday. Overtime rates will be applied when the eight (8) hour workday is exceeded.*
- 9.13. **Record Keeping and Reporting:** *Offerors shall demonstrate their reporting and recording practices. Offerors shall also demonstrate their experience and practice for applying for and receiving Disaster Reimbursements and alternate grants/reimbursements. Sample reports, daily work sheets, policies may be submitted for evidence and evaluation. The forms and submittals for this section will not be included in the*

*forty (40) page restriction.*

- 9.14. **Response Time Requirements:** *The offeror shall provide a GUARRANTEED response time, for each service proposed to mobilize and estimated time of arrival to the County in the event of a disaster.*
- 9.15. **Offeror's Primarily Mobilization Location:** *The offeror shall provide information on the location(s) that will be deemed the primary mobilization office for immediate response to a disaster event. Information shall include the anticipated timeframe needed to travel to Orange County.*

## **10. PRESENTATIONS**

After reviewing submissions, the County may request discussions with responding offerors to further clarify the County's requirements and the offerors' response. Therefore, the offeror shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the County.

## **11. QUALIFICATIONS OF OFFERORS**

- 11.1. *No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to the COUNTY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the COUNTY, or who is deemed irresponsible or unreliable by the COUNTY.*
- 11.2. *As a part of the evaluation process, the COUNTY may conduct a background investigation including a record check by the Orange County Sheriff's Office. Offeror's submission constitutes acknowledgement of the process and consent to such investigation. COUNTY shall be the sole judge in determining Offeror's qualifications.*
- 11.3. *Failure to submit the above completed documents may constitute grounds for rejection of the Offeror's submittal.*
- 11.4. *Offeror must have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The County reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.*

## **12. EVALUATION OF PROPOSALS**

- 12.1. *The County staff and entity will qualify all offerors and evaluate those offers, which were qualified. In order to qualify as responsible and responsive, an offeror must meet the evaluation criteria as they relate to this RFP.*
- 12.2. *The evaluation criteria will include, but shall not be limited to, those items on the evaluation form. The evaluation form shall also indicate the ranking percentages, which will be utilized by the County in the evaluation of the proposals.*
- 12.3. *Discussions may be conducted with these offerors to further clarify the County's requirements and the offerors' proposals.*

**RFP-23001- DISASTER RECOVERY SERVICES FOR ORANGE COUNTY TEXAS, CITY OF ORANGE TEXAS, CITY OF VIDOR TEXAS, CITY OF WEST ORANGE TEXAS, CITY OF PINE FOREST TEXAS, CITY OF BRIDGE CITY TEXAS, CITY OF PINEHURST TEXAS AND ROSE CITY TEXAS**

**EVALUATION CRITERIA FORM**

RFP: Disaster Recovery Package

OFFEROR: \_\_\_\_\_

<b>Evaluation Criteria</b>	<b>Weight</b>	<b>Score 1-5</b>
Offeror's Company Capabilities	10	10 x ____ = ____
Individual Capabilities (Key Personnel)	10	10 x ____ = ____
Experience	10	10 x ____ = ____
Work Plan	10	10 x ____ = ____
Proposed Services	10	10 x ____ = ____
Equipment Listing	10	10 x ____ = ____
Proposed Rates	10	10 x ____ = ____
Record Keeping & Reporting	10	10 x ____ = ____
Response Time	10	10 x ____ = ____
Primary Mobilization Location	10	10 x ____ = ____
<b>TOTAL SCORE</b>		
<b>REMARKS:</b>		

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

<b>Evaluation Rating Guidelines</b>	
5 – Exceptional	The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative
4 – Good	Very good probability of success. Achieves all objectives in reasonable fashion.
3 – Acceptable	Has reasonable probability of success. Some objectives may not be met
2 – Poor	Falls short of expectations and has a low probability of success
1 – Not acceptable	Submission fails to meet requirements and the approach has no probability of success.



**PROPOSAL SUBMITTAL SECTION (continued):**

Please provide the following information. Should you need additional space, please attach a separate sheet to the back of this section:

**SCHEDULE 1: PROPOSED SERVICES.** Please indicate the services that you have five (5) years of documented experience.

NOTE: The services denoted with an asterisk “\*” will not be split. The County reserves the right to award these services as a lump sum award to multiple Contractors.

Emergency Road Clearance	Yes	No	Emergency Power Generators	Yes	No
Temporary Satellite Systems	Yes	No	Portable Sanitary Facilities	Yes	No
Reefer/Refrigeration Containers	Yes	No	Potable Water Trucks	Yes	No
Mobile Fleet Repair Facility	Yes	No	Temporary Signage/Traffic Control	Yes	No
Canteen and Operation	Yes	No	Right of Way Debris Mgmt *	Yes	No
Tree/Tree Stump/Limb Removal *	Yes	No	Right of Entry Debris Mgmt *	Yes	No
Demolition of Structures	Yes	No	Emergency Dry-in of Facilities	Yes	No
Temporary Security	Yes	No	Temporary Lighting	Yes	No
Rental of Equipment	Yes	No	Temporary Fencing	Yes	No
Portable Housing Facilities	Yes	No	Temporary Holding Facility	Yes	No

**SCHEDULE 2: PROPOSED SERVICES.** Please propose only the services that your company is qualified to propose.

- A. GENERAL EQUIPEMENT/LABOR.** The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

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

ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY	WEEKLY	HOURLY OT
A.1	210 Prentice Loader	\$	\$	\$
A.2	Self Loading Prentice Truck 25 to yard dump body	\$	\$	\$
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$	\$	\$
A.4	Wheel Loader 3 to 5 yard bucket	\$	\$	\$
A.5	Tandem Dump Truck 16 to 20 yards	\$	\$	\$
A.6	Mini Loader/Bobcat	\$	\$	\$
A.7	Dozer/Cat D6 or equivalent	\$	\$	\$
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$	\$	\$
A.10	Chainsaw with operator	\$	\$	\$
A.11	Laborers	\$	\$	\$
A.12	Four men crew with transportation	\$	\$	\$
A.13	Three men crew with transportation	\$	\$	\$
A.14	Two men crew with transportation	\$	\$	\$
A.15	Supervisor with transportation	\$	\$	\$
A.16	Safety Manager with transportation	\$	\$	\$
A.17	Flagger for traffic control	\$	\$	\$
A.18	Canteen Staff	\$	\$	\$
A.19	Canteen Supervisor	\$	\$	\$
A.20	Trash Transfer Trailers – 100 yard with Tractor	\$	\$	\$
A.21	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.22	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.23	Equipment Transports	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$

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

**EQUIPMENT RENTAL ONLY – NO OPERATORS**

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

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

**C. EMERGENCY POWER GENERATORS –**

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

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

ITEM #	DESCRIPTION/LOCATION	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	<b>ESSENTIAL:</b> <b>Building:1442</b> Emergency Operation Center.	\$	\$	\$	\$
C.2	<b>ESSENTIAL:</b> <b>Building:</b> Orange County Courthouse.	\$	\$	\$	\$
C.3	<b>ESSENTIAL:</b> <b>Building:</b> Orange County Courthouse Admin.	\$	\$	\$	\$
C.4	<b>ESSENTIAL:</b> <b>Building:</b> Orange County Airport	\$	\$	\$	\$
C.5	<b>ESSENTIAL:</b> <b>Building:</b> Orange County Sheriff’s Office	\$	\$	\$	\$
C.6	<b>ESSENTIAL:</b> <b>Building:</b> Orange County Jail	\$	\$	\$	\$
C.7	<b>AS REQUIRED:</b> <b>Building:</b> Road & Bridge Precinct #1.	\$	\$	\$	\$

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

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

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

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

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
E.1	Portable Restroom System	\$	\$	\$	\$
E.2	Portable Toilet Unit	\$	\$	\$	\$
E.3	Portable Laundry Facilities	\$	\$	\$	\$
E.4	Mobile/Portable Shower System	\$	\$	\$	\$
E.5	Portable Hand Washing System	\$	\$	\$	\$
E.6	Portable Housing Facilities	\$	\$	\$	\$



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

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

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

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

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

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
H.1	Equipment Rental	\$	\$	\$	\$
H.2	Staffing Labor, per hour	\$ Hour			

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
H.3	Materials (i.e. supplies, oil, repair materials)	\$	\$	\$	\$

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

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

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

ITEM	DESCRIPTION	
J.1	Equipment Rental	\$ /PER UNIT
J.2	<b>Description</b>	Price per Meal/per person
	Breakfast	\$
	Lunch	\$
	Dinner	\$
	Boxed Lunches (Cold Meals)	\$

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

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

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
<b>VEGETATIVE DEBRIS</b>			
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.3	Pick up vegetative debris from curbside and haul to a TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.6	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.7	Reduction by mulching and site management (Based on incoming yardage)	Cubic yard	\$
K.8	Loading and transporting Mulch to final disposal site within Orange County (Based on reduced material outgoing for final disposal)	Cubic Yard	\$
K.9	Loading and Transporting Mulch to final disposal site outside Orange county (Based on reduced material outgoing for final disposal)	Per Cubic Yard/Per Mile	\$
K.10	<b>ALTERNATE:</b> Reduction by incineration and site management (Based on incoming yardage)	Cubic yard	\$
K.11	<b>ALTERNATE:</b> Loading and Transporting Ash to final disposal site within Orange County (Based on reduced material outgoing for final disposal)	Cubic yard	\$
K.12	<b>ALTERNATE:</b> Loading and Transporting Ash to final disposal site outside Orange County (Based on reduced material outgoing for final disposal)	Per Cubic Yard/Per Mile	\$
K.13	Pick up vegetative debris from curbside and transport directly to an approved Orange county disposal site. (Based on picked up yardage)	Cubic yard	\$
K.14	Pick up vegetative debris from ROE personal property and transport directly to an approved Orange county disposal site. (Based on picked up yardage)	Cubic yard	\$

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
<b>CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&amp;D)</b>			
K.15	Pick up clean C & D from curbside and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.16	Pick up clean C & D from curbside and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 t (Based on incoming yardage)	Cubic yard	\$
K.17	Pick up clean C & D from curbside and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.18	Pick up clean C & D from ROE personal property and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.19	Pick up clean C & D from ROE personal property and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.20	Pick up clean C & D from ROE personal property and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.21	Reduction of clean C & D by compaction and site management (Based on incoming yardage)	Cubic yard	\$
K.22	Loading and Transporting compacted clean C & D to final disposal site within Orange county (Based on reduced material outgoing for final disposal)	Cubic Yard	\$
K.23	Loading and Transporting compacted clean C & D to final disposal site outside Orange county (Based on reduced material outgoing for final disposal)	Per Cubic Yard/Per Mile	\$
K.24	Pick up clean C & D from curbside and transport directly to an approved Orange county disposal site. (Based on picked up yardage)	Cubic yard	\$
K.25	Pick up clean C & D from ROE personal property and transport directly to an approved Orange County disposal site. (Based on picked up yardage)	Cubic yard	\$
<b>CONTAMINATED CONSTRUCTION &amp; DEMOLITION DEBRIS (C &amp; D)</b>			
K.26	Pick up contaminated C & D from curbside and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.27	Pick up contaminated C & D from curbside and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.28	Pick up contaminated C & D from curbside and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.29	Pick up contaminated C & D from ROE personal property and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.30	Pick up contaminated C & D from ROE personal property and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$

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

**\*\*\*Offerors shall provide their program method and pricing structure for hazardous household waste.**

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

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

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

ITEM	DESCRIPTION	UOM	UNIT PRICE
M.1	Non-specified Equipment Rental	Each	\$
M.2	Materials (i.e. plywood, hardware materials)	Each	\$

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

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

**O. TEMPORARY LIGHTING** – Contractor shall be compensated at a cost per unit. Labor for fueling, lighting maintenance and maintenance/repairs of equipment shall be compensated based on Section A, above. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

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

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

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

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

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

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

**SCHEDULE 3. Provide the name and direct toll-free contact numbers for the County’s main and alternate contact person.**

<b>Contact Person</b>	<b>E-mail Address</b>	<b>Toll Free Telephone #</b>	<b>Fax #</b>	<b>Cellular and Nextel Direct Connect #</b>
Main:				
Alternate:				
Alternate:				

**SCHEDULE 4: EMERGENCY CONTACT INFORMATION – Please provide the following information for individuals available for 24 hours per day, 7 days per week access.**

<b>Contact Person</b>	<b>E-mail Address</b>	<b>Toll Free Telephone #</b>	<b>Fax #</b>	<b>Cellular Connect #</b>
Main:				
Alternate:				
Alternate:				
Alternate:				

**SCHEDULE 5: References**

<b>Entity/Company Contact Person</b>	<b>e-Mail Address</b>	<b>Telephone #</b>	<b>Fax #</b>

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**SCHEDULE 6: COMMITMENTS.** State all contracted commitments with other entities/companies:

<b>Entity/Company Contact Person</b>	<b>Telephone #/ Fax #/ e-Mail Address</b>	<b>Contract Commitment Period</b>	<b>Services Committed</b>

**SCHEDULE 7: RESPONSE TIME REQUIREMENTS.**

<b>SERVICE</b>	<b>RESPONSE TIME TO MOBILIZE</b>
Emergency Road Clearance	
Temporary Satellite Systems	
Reefer/Refrigerator Containers/Ice	
Mobile Fleet Repair Facility	
Canteen & Operation	
Tree/Tree Stump/Limb Removal	
Demolition of Structures	



Rental of Equipment	
Portable Housing Facilities	
Emergency Power Generators	
Portable Sanitary Facilities	
Potable Water Trucks/Bottled Water	
Temporary Signage/Traffic Control	
Right of Way Debris Management	
Right of Entry Debris Management	
Temporary Lighting	
Temporary Fueling Facilities	
Temporary Fencing	