



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: **DEBRIS MONITORING 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-23002**

DUE DATE/TIME: **2:00 PM, CST, THURSDAY, JUNE 29, 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 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 25%, Personnel Qualifications 20%, Experience 20%, Capacity to Respond 20% and Fee Schedule 15%

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 409-882-7902 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-23002
Debris Monitoring Services
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Proposal Submission:

PROPOSAL NAME: DEBRIS MONITORING 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-23002

DUE DATE/TIME: 2:00 PM, CST, Thursday, JUNE 29, 2023

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, mcarrroll@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. 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 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.

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. 6th 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.

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 56th 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 or 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 56th 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-23002 – DEBRIS MONITORING 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

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:

For clarification of this offer, contact:

Company Name

Address

City

State

Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name

Phone

Fax

E-mail

Proposer Shall Return Completed Form with Offer

**RFP-23002 DEBRIS MONITORING SERVICES
County Of Orange Texas Rider**

This rider is attached to the County of Orange RFP-23002 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:

City of Orange Texas	_____	_____
	YES	NO
City of Vidor Texas	_____	_____
	YES	NO
City of West Orange Texas	_____	_____
	YES	NO
City of Pine Forest Texas	_____	_____
	YES	NO
City of Bridge City	_____	_____
	YES	NO
City of PineHurst Texas	_____	_____
	YES	NO
City of Rose City Texas	_____	_____
	YES	NO

Company _____

Signature **Date**

Bidder Shall Return Completed Form with Offer

ACCEPTANCE OF OFFER

RFP-23002 – DEBRIS MONITORING 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

The Offer is hereby accepted for the following items:

RFP-23002 – DEBRIS MONITORING 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 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-23002. 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:

Orange County Judge

Date

Attest:

Orange County Clerk

VENDOR REFERENCES

RFP-23002- DEBRIS MONITORING 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

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

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

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)

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:

(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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <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>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">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 align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">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 align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <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>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		

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

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:

(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)**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
(Instructions for completing and filing this form are provided on the next page.)		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY	
1 Name of Local Government Officer	Date Received	
2 Office Held		
3 Name of vendor described by Sections 176.001(7) and 176.003(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.		
<p>5 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).</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 style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p style="text-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 style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">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

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. Notify 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. Provide 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 contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate 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. Document 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, please explain the reasons why. |

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

Signature

Title

Date

Proposer Shall Return Completed Form with Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

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**

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

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 with 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 and 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

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

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:

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-23002– DEBRIS MONITORING 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

1. Response Format

1.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

1.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Fee Schedule
- h. Other information that may be helpful in the evaluation

1.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

1.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

1.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

1.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number.
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

1.7 Experience

Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance within the last ten (10) years, as it relates to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least 10 FEMA reimbursable disaster debris removal projects related to at least 3 different declared disasters, over the past ten (10) years, including at least two projects involving removal of at least 500,000 cubic yards of debris. Identify local governmental clients for whom similar services have been

provided including name of client, client contact person, description of services performed and quantity of debris monitored. Provide resumes of key staff. Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-

entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, white goods, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance.

1.8 Personnel

Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

1.9 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Has Respondent had a contract related to debris removal cancelled within the past ten years? If so, state the name and address of the other contracting party and reason.

1.10 Technical Approach

Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors.

2. Proposal Submittal

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Emergency Debris Monitoring Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and eight (8) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications, should be mailed or delivered to:

Orange County Purchasing Department
714 Polk Street
Orange, TX 77630

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

3. Scope of Services

Orange County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year from date of award with an option to renew for two (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

Scope of Services: Debris Removal Monitoring

Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

Quality Control/Quality Assurance

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

DMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, if applicable.

Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website.

This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any

problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

4. Contractual Requirements

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

5. Response Format

Company Profile: A company profile including the firm name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with Owner.

Experience: Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance within the last ten (10) years, as it relates to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least 10 FEMA reimbursable disaster debris removal projects related to at least 3 different declared disasters, over the past ten (10) years, including at least two projects involving removal of at least 500,000 cubic yards of debris. Identify local governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed and quantity of debris monitored. Provide resumes of key staff. Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, white goods, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance.

Personnel: Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

Conflicts: All Respondents must certify that Respondent, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant

to Federal or state law. Has Respondent had a contract related to debris removal cancelled within the past ten years? If so, state the name and address of the other contracting party and reason.

Technical Approach: Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors.

References: The respondent shall provide references for five debris projects of similar size performed over the past ten years. Include the client name, debris quantity, brief summary of work, along with name, address, and phone number of a responsible contact person.

Capacity: Capacity to perform services timely for the Owner is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities within 500 miles of Orange County, Texas. Provide current obligations of Respondent, including time schedules and staff committed.

6. Proposal Evaluation and Selection Process

6.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 Fee Schedule

Offeror must utilize the Fee Schedule Form provided in these specifications. However, Offeror *is not limited* to offering the positions and services as listed on the Fee Schedule Form. Offeror may also include additional, optional positions and services.

6.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the County will establish an Evaluation Committee.

6.4 Evaluation Criteria:

- a. Offeror's Company Capabilities – 25%
Recent projects of similar size and scope. Including two projects over 500,000 C.Y.
- b. Personnel Qualifications – 20 %
Qualifications of firm and key staff.
- c. Experience – 20 %
Diverse project experience including: ROW, C&D debris, marine debris, private property, structure demolition, and vessel removal.
- d. Capacity to Respond – 20 %
Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Orange County, Texas.
- e. Fee Schedule – 15%
While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Orange County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

Fee Schedule

RFP-23002 DEBRIS MONITORING 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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Position	Hourly Rate
Project Manager	\$ _____ . _____
Operations Manager	\$ _____ . _____
Data Manager	\$ _____ . _____
GIS Analyst	\$ _____ . _____
Field Supervisor	\$ _____ . _____
Debris Site/Tower Monitors	\$ _____ . _____
Collection Monitor	\$ _____ . _____
Data Entry Clerk/Clerical	\$ _____ . _____
Billing/Invoice Analysts	\$ _____ . _____

Name of Offeror:	
Signature:	
Title:	

Offeror Must Complete and Return This Page With Offer.

Non-Disclosure Agreement

In consideration of Orange County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror Must Complete and Return This Page With Offer