

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE
C-23-0200C-12-12**

THIS CONTRACT is made and entered into this 12 day of **December 2023**, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "County"), and CTC Disaster Response, Inc. ("Company").

WHEREAS, County requested responses to notices for Request for Proposals (RFP) for: **“Brush and Vegetative Debris Removal Services”** for the **County** (the **“Services”**). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit “A”** (the **“Procurement Packet”**), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to provide services in accordance with the specifications as proposed. A copy of the Company’s response to the Procurement Packet is attached hereto as **Exhibit “B”** (the **“Response”**), and is incorporated herein for all purposes;

WHEREAS, County has determined that Company's response meets the County's requirements for the Service, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in **Exhibit “A”** Procurement Packet and **Exhibit “B”** Company’s Response. Services shall be performed within Hidalgo County. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its designated agent. Company agrees in

performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. County reserves the right to evaluate any services provided by the Company and to reject the same if not in compliance with the specifications as provided in **Exhibits “A” and “B”**. If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year**, commencing on **December 12, 2023** and expiring on **December 11, 2024**, unless sooner terminated. The term of this agreement may be extended at the County’s sole discretion for two (2) additional one (1) year term(s) under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit “B”**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill, and expertise to perform such Services and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of

County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. **INDEMNIFICATION.** COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: CTC Disaster Response, Inc.
 Attn: Greg Gathers
 6021 SW 29th St. PMB # 130
 Topeka, KS 66614

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or if mailed at such time as it is deposited in the United States mail.

13. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the

parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with the Texas Local Government Code.
- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
 - ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under

this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

- n. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- o. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON DECEMBER 12, 2023.

Agenda Item No. 93503

Executive Office: MS

VENDOR:
CTC DISASTER RESPONSE INC.

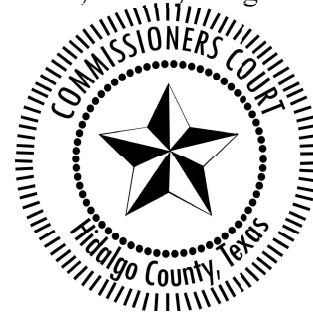
COUNTY:
COUNTY OF HIDALGO, Texas

Greg Gathers
Greg Gathers (Dec 13, 2023 10:26 CST)
Greg Gathers, CEO

Richard F. Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



Robert Vina III
Robert Vina III (Dec 13, 2023 11:33 CST)
Robert Viña III, Assistant District Attorney

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

EXHIBIT “A”

REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET



**HIDALGO COUNTY
PROCUREMENT PACKET**

REQUEST FOR PROPOSAL

RFP No.: 23-0200-08-02-04

**BRUSH AND VEGETATIVE DEBRIS REMOVAL
SERVICES**

Acceptance Due Date: August 2, 2023 at 3:00 pm

Ignacio Amezcua MBA, CTCM, CTCD
Hidalgo County Purchasing Director

Project Contact Information:

Victor Webber, Contract Specialist II
(956) 318-2626 Ext: 4872
victor.webber@co.hidalgo.tx.us

Hidalgo County
REQUEST FOR PROPOSAL
Brush and Vegetative Debris Removal Services

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Attachments:

- A - Specifications_Requirements
- B - Appendix D - COI Questionnaire
- C - Appendix E - Vendor Acknowledgment and HUB Declaration
- D - Appendix F - Certification Regarding Debarment
- E - Appendix H - 2 CFR
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- G - Appendix J - Proposer's Affidavit
- H - Appendix L - Deficiencies and Deviations Form
- I - Appendix M - Reference Form
- J - Pricing Worksheet
- K - Service Contract (HCDA 02-15-23)

1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Sunday, July 16, 2023

RE: HIDALGO COUNTY - REQUEST FOR PROPOSALS

RFP NO.:23-0200-08-02-04 –Brush and Vegetative Debris Removal Services

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD

Hidalgo County Purchasing Director

1.2. Contact Information

Project Contact:

Olga Garza

Contracts Division Manager
2802 S. Business Highway 281
Edinburg, TX 78539

Email: olga.garza@co.hidalgo.tx.us

Phone: [\(956\) 318-2626 Ext: 4882](tel:(956)318-2626)

Procurement Contact:

Victor Webber

Contract Specialist II
2802 S. Bus. Hwy 281
Edinburg, TX 78539

Email: victor.webber@co.hidalgo.tx.us

Phone: [\(956\) 318-2626 Ext: 4872](tel:(956)318-2626)

Department:

Hidalgo County

1.3. Timeline

Release Project Date	July 16, 2023
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<p>Question Submission Deadline</p>	<p>July 26, 2023, 5:00pm</p>
<p>Question Response Deadline</p>	<p>July 28, 2023, 5:00pm</p>
<p>Proposal Submission Deadline</p>	<p>August 2, 2023, 3:00pm (All times referenced in this procurement packet are Central Standard Time –CST)</p> <p>The proposal opening is open to the public. Proposal opening participants may attend the proposal opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Proposal opening may be limited due to capacity and will be on a first-come-first-serve basis.</p> <p>Live stream: https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09</p> <p>Meeting ID: 964 6467 6754</p> <p>Passcode: 545411</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number: https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09</p> <p>Join by SIP: 96464676754@zoomcrc.com</p>

2. SUBMISSION DETAILS

2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond):

- A. Submit responses electronically via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Wednesday, August 2, 2023, at 3:00 pm. **OR;**
- B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or Wednesday, August 2, 2023, at 3:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Victor Webber
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Victor Webber
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

FIRM INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed one-sided on 8 ½” by 11” paper.
- One (1) hard copy, marked “ORIGINAL” and two (2) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the firm’s name and the RFP number. Responses that are not identified with the RFP number on the outside, will be at risk of rejection.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation. **For the hand delivery option, the solicitation packet and all required documents can be found under the [#ATTACHMENTS](#) section:**

A. Cover Sheet

1. Company Name, Company Address, Company Phone Number
2. Project Name: Brush and Vegetative Debris Removal Services
3. Procurement Number: 23-0200-08-02-04
4. Opening Date: Wednesday, August 2, 2023
5. Opening Time: 3:00 pm

B. Table of Contents

C. Required Confirmations/Documents

1. Legal Notice Declaration - **(Confirmation)**
2. Appendix "B" - Evaluation Criteria
3. Appendix "C" - Insurance Requirements
 - a. Proof of Insurance - **(Document)**
 - b. Insurance Requirement Acknowledgement - **(Confirmation)**
 - c. Project Requirements Acknowledgement - **(Confirmation)**
4. Appendix "D" - Conflict of Interest Questionnaire
 - a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable) **(Document)**

5. Appendix "E" - Vendor Acknowledgment and HUB Declaration
 - a. Vendor Acknowledgment - **(Confirmation)**
 - b. HUB Declaration - **(Document)**
 6. Appendix "F" - Certification Regarding Debarment
 - a. Signed Certification - **(Document)**
 - b. SAM.gov Registration Acknowledgement - **(Document)**
 7. Appendix "G" - Title VI Appendices
 - a. Title VI Appendices [A -E] - **(Confirmation)**
 8. Appendix "H" - Required Contract Clauses For Contracts Under Federal Award
 - a. Byrd Anti-Lobbying Contract Clause - **(Document)**
 - b. 2 CFR 200 Certification - **(Document)**
 9. Appendix "I" - FHWA 1273
 - a. FHWA 1273 **(Confirmation)**
 10. Appendix "J" - Proposer's Affidavit - **(Document)**
 11. Appendix "K" - Draft Agreement - **(Confirmation)**
 12. Appendix "L" - Deficiencies and Deviations Form **(Document)**
 13. Appendix "M" - References - **(Document)**
 14. Company/Firm Response - **(Document)**
 15. Addenda (when applicable; see Addenda under Legal Notice) - **(Confirmation)**
- (Confirmation)** = A confirmation is required for this section.
- (Document)** = A document submission is required for this section.

2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx>. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

3. PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified respondents interested in providing services for the "Brush and Vegetative Debris Removal Services". Proposals will be received in accordance with the requirements attached hereto as Appendix "A". The response should address all requirements.

3.2. Pre-Proposal Meeting

If there will be a Pre-Proposal meeting the information will be included in Section 1 – Invitation Letter/Timeline.

3.3. AWARD

No award can be made until approved by Hidalgo County Commissioners Court. This RFP does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County and may be terminated at any time prior to execution of an agreement.

(a) Before awarding any contract, Hidalgo County Purchasing Department will verify, using the Federal System for Award Management (SAM) and the Texas Comptroller's Debarred Vendor List, that the offeror recommended for contract award has no unsatisfactory performance history that would prohibit awarding them a contract.

(b) The contract will be awarded to that responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the county, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to the County that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to this procurement.

(c) The County reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

(d) The County may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in Pricing Schedule, offers may not be submitted for any quantities less than those specified, and the County reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

(e) The County's execution of the Contract shall be deemed to result in a binding contract without further action by the offeror.

(f) The County may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the County prior to award.

(g) The County may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to the County.

3.4. TERM

It is intended that the initial contract term will be for One (1) year commencing on the date approved by Commissioners Court; with the County's option to renew/extend for an additional Two (2) one (1) year term(s), under the same rates, terms, and conditions.

3.5. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

3.6. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

3.7. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.8. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.9. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

3.10. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Wednesday, July 26, 2023, at 5:00 pm. Responses to properly submitted questions will be published in the PORTAL and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

3.11. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

3.12. COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Proposer acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

3.13. WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

3.14. NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

4. LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as “Offeror”, “Vendor”, “Respondent”, or “Contractor”) submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as “Procurement Packet”) made by the County of Hidalgo (hereinafter referred to as “Hidalgo County” and “County” or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services. The Hidalgo County Purchasing Department webpage may be found at <https://www.hidalgocounty.us/143/Purchasing-Department>.

It is the Offeror’s sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. 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 procurement packet, Hidalgo County's interpretation shall govern. Referenced appendices may be subject to change.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/CountyAdministrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

4.2. ACCESS TO RECORDS

In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

4.3. ACCOUNT CREATION FOR PAYMENT

Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor’s Office in order to establish an account with the County for payment, including information requested on Hidalgo County Vendor Enrollment Solution, Appendix “E” on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor’s Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4.4. ADDENDA

When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must sign in blue ink and include it in the returned submission package.

4.5. ASSIGNMENT

The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as “Commissioners Court”), or other applicable governing body.

4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on Appendix “B”, 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 to reject any or all submissions received. After Hidalgo County Commissioners’ Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

4.7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

4.7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter’s 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

4.7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

It shall be a breach of ethics to offer, give, or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected

official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

4.7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix “C”**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. **Written verification may be provided by signing the Legal Notice Declarations page.** Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means “without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of February 15, 2023 fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)”.

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

4.7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

4.7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal

programs, or state assistance, as described under Executive Order 12549, “Debarment and Suspension.” The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at <http://www.sam.gov> with their response.

4.7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

4.7.8 Disclosure of Conflict of Interest.

4.7.8.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror’s employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County’s elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County’s elected official, department head, or employee, or the County official’s family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or February 15, 2023 attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

4.7.8.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

4.7.8.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit (Appendix "J") must be included in the response.

4.7.8.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

4.7.8.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as Appendix "D", must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at <https://www.hidalgocounty.us/161/CountyClerks-Office>. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

4.7.8.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352(2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in Appendix "H".

4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm February 15, 20237entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole source provider, does not receive any bids from a company that is able to provide the required written

verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

4.7.10 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo 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. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

4.7.11 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, ignacio.amezcua@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

4.8.1 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix "E"**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using 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.

f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation February 15, 20237(TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

4.8.2 Independent Contractor. Offeror must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Offeror under a contract entered into by the parties. Notwithstanding the foregoing sentence, Offeror represents and maintains that Offeror is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Offeror does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Any contract entered into between the parties and the performance of the same does not create an agency relationship or master servant relationship. Offeror agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received under a contract. Offeror will incur no financial obligation on behalf of the County without prior written approval of the County. Offeror will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Offeror or its affiliates provide the Services, except as otherwise set forth in this packet and/or any contract entered into by the parties. Offeror agrees to not take any action that is detrimental to, or not in the best interest of the County.

4.8.3 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law. Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

4.8.4 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award.** To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET**". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its email addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

4.8.5 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as attached hereto as Appendix “G”. Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan>.

4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

4.10. CONTRACT RENEWALS

Any extension or renewal of the agreement entered into by the parties are made at the County’s sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

4.11. CONTRACT TRANSITION (Grace Period)

In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

4.12. COST OF GOODS AND SERVICES

Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent’s net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

4.13. COUNTY APPROVED HOLIDAYS

There are fifteen (15) County approved holidays. The Offeror is advised that official County business will not be conducted on those dates. The link of approved holidays can be found on:

<https://www.hidalgocounty.us/115/County-Holidays>.

4.14. EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

4.15. FISCAL FUNDING

Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. February 15, 2023. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

4.15.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor

4.15.2 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 Offeror 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 contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix “H”**. It is the County’s intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

4.16. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party’s responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party’s conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

4.17. GOVERNING LAW

This procurement packet is governed by the competitive bidding 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 venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas.** Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

4.18. HIPAA COMPLIANCE

When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160and164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

4.19. INDEMNIFICATION

COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS’ FEES, February 15, 2023) REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS

THE COMPANY’S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

4.20. INSPECTIONS & TESTING

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate. The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County’s approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items’ nonconformity.

4.21. INSURANCE

Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, 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 procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix “C”: Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

4.22. LEGAL DOCUMENTS

Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney’s Office.

4.23. MAINTENANCE

Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix “B”**. If Hidalgo 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.

4.24. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
 - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
 - tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.
 - put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- Price increases are only valid for the quarter in which they are requested and approved.

- Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.
- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4.25. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

4.27. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

4.28. NEW MILLENNIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

4.29. PAYMENT UNDER CONTRACT

If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

4.30. PERFORMANCE ENFORCEMENT

Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

4.31. POST-AWARD DELIVERY INSTRUCTIONS

Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

4.32. POST-AWARD INVOICES AND PAYMENTS

Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will payon invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. Nocharges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: <https://www.hidalgocounty.us/143/Purchasing-Department>. The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

4.35. PROCUREMENT PACKET SUBMISSION

Offeror must comply with the following procurement packet submission procedures.

4.35.1 Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response. Late submissions will not be accepted for any reason.**

4.35.2 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet 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 submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

4.36. PROOF OF BUSINESS

Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix “E”**.

4.37. PURCHASE ORDER AND DELIVERY

The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix “B”**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

4.38. QUALIFICATIONS OF OFFEROR

Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

4.39. RECYCLED MATERIALS

Hidalgo 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. Hidalgo County will be the sole judge in determining product preference application.

4.40. REFERENCES

If applicable, Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled. If Offeror has not had a project canceled, then please indicate so.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address, and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled. If Offeror has not had a project canceled, then please indicate so.

4.41. SCANNED OR RE-TYPED RESPONSE

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

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted according to the instructions contained within this procurement packet.**

4.42. 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.

4.43. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

4.44. SUBCONTRACTING

Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

4.45. TAXES

Hidalgo County is exempt from all federal excise, state, and local taxes unless otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the **Procurement Overview**. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

4.47. TERMINATION

Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which

Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

4.48. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

4.49. USAGE REPORTS

Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

4.50. WAIVER OF SUBROGATION

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

4.51. WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, 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, Hidalgo 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, Hidalgo County may correct at the Offeror's expense.

4.52. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS

Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

5. APPENDIX A - REQUIREMENTS/SPECIFICATIONS

5.1. PROJECT REQUIREMENTS

Respondents can find the Requirements, Specifications under [#ATTACHMENTS](#)

**Price Forms can be found in Section 8. Attachments of the procurement packet.

6. APPENDIX B - EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience, References, Reputation, and Compliance <ul style="list-style-type: none">• Experience and reputation in managing brush and vegetative removal and disposal projects within State and Federal regulations and guidelines• Personnel experience and training• Proof of financial stability	Points Based	20 <i>(20% of Total)</i>

2.	<p>Brush and Vegetative Debris Removal Services</p> <ul style="list-style-type: none"> • Degree of Hidalgo County liability in proposed brush and vegetative removal service methods • Breadth of services and number of contracts Contractor can handle • brush and vegetative removal service methods and commitment to Hidalgo County brush and vegetative removal service preferences • Availability of preferred disposal methods (for example: types of materials planned for reuse and recycling) • Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately • Ability to serve a wide range of project types (for example: permanent facility, one-day event, and mobile collection unit) • Ability to serve a wide range of community types (for example: rural, urban, suburban) 	Points Based	30 <i>(30% of Total)</i>
3.	<p>Responsiveness of Proposal</p> <ul style="list-style-type: none"> • Demonstrated understanding of Hidalgo County’s needs • Demonstrated understanding of requirements of the RFP and Contract • Quality of proposal and impression of response as it relates to project 	Points Based	15 <i>(15% of Total)</i>

4.	Support and Training <ul style="list-style-type: none"> • Demonstrated experience and ability to assist/train Hidalgo County prepare before event • Demonstrated experience and ability to support and train Hidalgo County during an event • Demonstrated experience and ability to support and follow through with Hidalgo County after an event 	Points Based	15 <i>(15% of Total)</i>
5.	Pricing <ul style="list-style-type: none"> • Based on Hidalgo County's most recent contract(s)/pricing 	Points Based	20 <i>(20% of Total)</i>

7. ELECTRONIC SUBMISSION DOCUMENTS

- Firms must complete the following sections.
- If the submission is electronic, please proceed with completing all sections. Required documentation will need to be downloaded, completed, and uploaded.
- If the submission is a hard copy, please print the entire packet and complete all sections manually. Required documentation will need to be printed, completed, and included as part of the submission.
- **Failure to submit a complete response may result in the rejection of the response as non-conforming.**

7.1. I confirm, that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

Please confirm

*Response required

7.2. LEGAL NOTICE DECLARATION

7.2.1. LEGAL NOTICE DECLARATION*

TO: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director

ATTN: Victor Webber, Contract Specialist II

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: 23-0200-08-02-04 - Brush and Vegetative Debris Removal Services

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and

all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Please confirm

*Response required

7.3. APPENDIX B

7.3.1. *Evaluation Criteria**

I confirm that as part of my submission, I will provide the proposal as required under "*Appendix B - Evaluation*" of this project.

Please confirm

*Response required

7.4. APPENDIX C

7.4.1. *PROOF OF INSURANCE**

Insurance Requirements

Applicable to the Acquisition of Goods and/or Services

(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.

3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;

4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.
- Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- F. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.

- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- M. Bidder shall make any other insurance documentation available to County upon request.

ACORD **CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not constitute an endorsement in lieu of such endorsement(s).

PRODUCER		CONTACT NAME		PHONE		FAX (A/C, No):	
		E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE					
		INSURER A:					
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID UNDEBITED AMOUNTS.

INSR LTR	TYPE OF INSURANCE	ADDL RISK	SUBR RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPI (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SAMPLE

<p>CERTIFICATE HOLDER</p> <p>HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S, HIGHWAY BUS. 281</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED PRIOR TO THE EXPIRATION DATE THEREOF, NOTICE WILL BE GIVEN TO THE CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	---

Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

*Response required

*7.4.2. INSURANCE REQUIREMENT ACKNOWLEDGMENT**

I, an authorized representative for of my company, the company submitting this response, hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:
 - Professional Liability (Errors & Omissions)
 - Automobile Liability
 - General Liability
- have already been met, see attached copy of certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

Please confirm

*Response required

*7.4.3. PROJECT REQUIREMENTS ACKNOWLEDGMENT**

This is to certify that I, an authorized representative of my company, possess all of the **APPLICABLE:**

1. Licenses
2. Bonds
3. Certificates
4. Permits

5. Other

necessary to carry out the required project. Furthermore, **I am providing copies of the required documentation** (upload copies here) so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.

Please confirm

*Response required

7.5. APPENDIX D

7.5.1. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [Appendix D - COI Questionna...](#)

*Response required

7.6. APPENDIX E

7.6.1. VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Please confirm

*Response required

7.6.2. *HUB DECLARATION**

Please download the below documents, complete, and upload.

- [Appendix E - Vendor Enrollm...](#)

*Response required

7.7. APPENDIX F

7.7.1. *CERTIFICATION REGARDING DEBARMENT**

Please download the below documents, complete, and upload.

- [Appendix F - Certification ...](#)

*Response required

7.7.2. *SAM.GOV REGISTRATION**

Please enter your company's Legal Name and/or dba Name

*Response required

7.7.3. *FORM 1295**

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- Reference Brush and Vegetative Debris Removal Services23-0200-08-02-04on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

7.8. APPENDIX G

7.8.1. *Title VI Appendices - (Please confirm that you have read, understood and agree)**

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or

Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations

for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of

limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Please confirm

*Response required

7.9. [APPENDIX H](#)

7.9.1. [REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*](#)

Please download the below documents, complete, and upload.

- [Appendix H - 2 CFR.pdf](#)

*Response required

7.10. [APPENDIX I](#)

7.10.1. [FHWA 1273*](#)

Refer to "[Appendix I - FHWA 1273](#)" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "[Appendix I - FHWA 1273](#)."

Please confirm

*Response required

7.11. [APPENDIX J](#)

7.11.1. [PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING*](#)

Please download the below documents, complete, and upload.

- [Appendix J - Proposer's Aff...](#)

*Response required

7.12. [APPENDIX K](#)

7.12.1. [DRAFT AGREEMENT*](#)

Refer to "[Appendix K - Draft Agreement](#)" in the [#ATTACHMENTS](#) section. Confirm that you read, understood, and agree with "[Appendix K - Draft Agreement](#)."

Please confirm

*Response required

7.13. APPENDIX L

7.13.1. *DEFICIENCIES AND DEVIATIONS FORM**

Please download the below documents, complete, and upload.

- [Appendix L - Deficiencies a...](#)

*Response required

7.14. APPENDIX M

7.14.1. *REFERENCE FORM**

Please download the below documents, complete, and upload.

- [Appendix M - Reference Form...](#)

*Response required

7.15. COMPANY/FIRM RESPONSE

7.15.1. *COMPANY/FIRM RESPONSE**

Please upload your response to this RFP in accordance with Exhibit A - Requirements/Specifications.

*Response required

REQUIREMENTS/SCOPE OF SERVICES

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations may result in a disqualification of the submitted response.

The qualified providers shall deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with firms that understands the importance of the tasks, the impact, and the necessary urgency for such implementation. The successful firms will demonstrate the ability to consistently provide these services to the County of Hidalgo. By submitting a proposal, the offeror acknowledges and will adhere to all specifications as stated within this proposal.

It will be the sole responsibility of the Contractor to inspect the County's location(s) facilities and/or designated work areas prior to submitting a proposal in response to this request for bids. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

DEFINITIONS AND ACRONYMS:

Debris as used in this document is defined as found in the Federal Emergency Management Agency (FEMA) Debris Management Guide, Chapter 3. This guide may be accessed at FEMA publication 325, <http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

- A. Definitions are provided for those terms listed below:
1. *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
 2. *Chipping or Mulching* – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
 3. *Cleanup Crew* – A group of individuals and/or an individual working for Debris Removal Service Provider (DSRP) collecting debris.
 4. *County* – County of Hidalgo, Texas, a political subdivision of Texas.
 5. *Citizen Collection Center (CCC)* – A temporary debris management site set-up to allow citizens to drop-off identified eligible debris.
 6. *Debris Manager* – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operation(s) within the County of Hidalgo.
 7. *County Approved Final Disposal Site* – A final disposal location approved in writing by the County.
 8. *Debris* – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.
 9. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
 10. *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.
 11. *Debris Removal* – Picking up debris and taking to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

12. *Debris Removal Contractor* – Also referred to as the “Proposer,” “Debris Removal Service Provider (DRSP),” “Service Provider,” and/or “Contractor” in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
13. *Demobilization* – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The DRSP will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
14. *Field Inspector* – Monitor.
15. *Force Account Labor* – Labor performed by the applicant’s permanent, full time or temporary employees.
16. *Grinding* – Reduction of related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
17. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public.
18. *Hazardous Leaners* – A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground, and:
 - The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than 30 degrees.
19. *Hazardous Stump* - A stump is defined as hazardous when:
 - The stump has 50 percent or more of the root-ball exposed.
 - The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
20. *Monitor* – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County’s expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
21. *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
22. *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.
23. *Right of Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
24. *Right-of-Way (ROW)* – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
25. *Scale/Weigh Station* – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
26. *Service Provider* – The party or parties contracting directly with the County to perform Work pursuant to this Agreement.
27. *Subservice Provider/Subcontractor* – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with the Debris Removal Service

- Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
28. *Supplemental Agreement* – A written order to Service Provider signed by the County and accepted by Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
 29. *Temporary Debris Management Site (TDMS)* – Site where collected debris is taken by the County and/or Service Provider(s) for staging and processing prior to final disposal.
 30. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
 31. *Vegetative Debris* – Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.
 - Debris must be located within a designated area and be removed from an Eligible applicant's improved property or right-of- way.
 - Debris removal must be the legal responsibility of the applicant.
 32. *Volatile Organic Compounds (VOCs)* – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking- water supply.
 33. *Work* – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

SUBCONTRACTING

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project along with a description of their respective duties. (See Section XIV. Questions I. and J.) Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

The use of Debarred Subcontractors is prohibited. A complete list of federally debarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with Office of Federal Contract Compliance Program (OFCCP).

EQUIPMENT

Proposers shall supply a list of equipment owned by the company, or provide proof of the ability to obtain the necessary type of equipment, needed to successfully perform the job duties under this contract i.e. Trucks, loaders, towers, temporary office buildings, etc.

All vehicles used in the operations of this contract must be clearly identified with the Contractor's name. Personal use vehicles are exempt.

MINIMUM QUALIFICATIONS OF PROPOSERS:

By submitting a proposal, the Proposer certifies that they are a duly qualified, capable, and otherwise bondable business entity that is not in receivership or contemplates same, nor has filed for bankruptcy. The Proposer must not be indebted to the County and shall not owe any back taxes to the County. The Proposer warrants they are familiar with all laws, regulations, and customs applicable to the type of business required herein.

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The firm is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment. The proposer or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RIGHT OF THE COUNTY TO REQUEST FURTHER DOCUMENTATION:

The County reserves the right to request additional documentation that it deems appropriate and necessary for the review and award process during both the initial proposal review process and the award/appointment phase.

QUESTIONNAIRE:

Each proposer shall give written responses to the following questions in their proposal response.

- A. Name of a person who is authorized to answer questions regarding the firm's proposal.
- B. Year the firm was established and former names of the firm, if applicable.
- C. List of principals and key personnel in the firm with their respective titles.
- D. List any certifications or licenses held by the firm's principals or employees that are related to Debris Management.
- E. List any additional experience that would make the firm uniquely qualified for this project.
- F. If firm intends to utilize subcontractors, provide subcontracting protocols and procedures. In addition provide a subcontracting plan that provides a clear description of the percentage of work the offeror may subcontract.

DESCRIPTION OF DESIGNATED AREAS:

The designated area for debris removal (the County right-of-way) is comprised of the incorporated areas of the County of Hidalgo and includes public property and Right-of-Way (ROW), County parks and Temporary Debris Management Sites (TDMS) and Citizen Collection Centers (CCC). The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

The County Debris Manager will authorize and approve which services the Service Provider(s) shall provide from the scope of services and which zones/areas must be prioritized.

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Service Provider shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited unless approved by the County Debris Manager. The Debris Removal Service Provider (DRSP) shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Service Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

The DRSP shall deliver all debris to a County approved Temporary Debris Management Site (TDMS) or County approved Final Disposal Site that has been approved to receive debris and adhere to all local, state, and federal regulations.

All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The DRSP will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. Debris Removal and Disposal operations must comply with all local, state, and federal safety and environmental standards. The DRSP reduction, handling, and disposal methods must be approved, in writing, by the County Debris Manager.

The County will arrange and incur all tipping fees at approved Final Disposal Site(s). The DRSP shall conduct the work so as not to interfere with the response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

The County reserves the right to inspect TDMS's, CCC's, verify quantities, review operations and re-certify truck/trailer capacities at any time.

TEMPORARY DEBRIS MANAGEMENT SITES

- A. The County will assist in identifying TDMS(s). Site information can be provided upon request. The cost associated with preparing, operating and remediating these sites used as TDMS in the County is a cost borne by the DRSP and compensated based on the DRSP proposal for Debris Removal and Disposal.
- B. The DRSP Operations Manager will assign a Foreman to each TDMS, whom will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The TDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational reports to the DRSP Operation Manager, who will in turn provide this information to the County.
- C. DRSP will prepare and maintain the TDMS(s) to accept and process all eligible storm debris. Preparation and maintenance of these sites shall include the following:
 - Maintaining the TDMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
 - Ensuring only Service Provider vehicles and others specifically authorized by the County will be allowed to use the TDMS(s)
 - Providing TDMS(s) utilities which include but are not limited to water, lightning and portable toilets.

- Providing TDMS(s) facilities such as, but are not limited to, temporary office buildings.
- Providing TDMS(s) and CCC's with traffic control which includes, but is not limited to, traffic cones and staff with traffic flags.
- Providing TDMS(s) dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
- Providing TDMS(s) One per site fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- Providing TDMS(s) and CCC(s) with soil barriers, berms and other control measures for House Hold Hazardous Waste, White Goods and Electronic Debris that may be incurred during the disposal process.
- Provide EPA approved technicians at these sites to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and provide documentation of removal.
- Providing 24-hour site security for TDMS(s).
- Environmental monitoring will be conducted on a continuous basis during operations. In the event that environmental concerns are discovered, the DRSP shall halt operations until remediation can occur to rectify the issue to the approval of the County and TCEQ (if needed).
- Safety monitoring will be conducted on a continuous basis during operations. In the event that a safety concern is identified, the DRSP shall halt all operations until such time the safety concern can be rectified or eliminated. The DRSP shall document the safety concern and the actions taken to rectify or eliminate it.
- Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples.

D. DRSP will be responsible for removing all debris from each CCC site on a daily basis.

E. DRSP will be responsible for returning all utilized TDMS to their original condition prior to site use. TDMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. TDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDMS remediation will follow all state and federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

I. STATEMENT OF WORK

A. Under this contract, work shall consist of coordinating and mobilizing a reasonable and appropriate number of debris removal and reduction crews, as approved by the County Debris Manager. Work

shall also include the clearing and removing of any and all debris as defined herein (at the time written notice to proceed is issued to the DRSP).

- B. Work will include 1) loading the debris by mechanical equipment (hand loading is strictly prohibited, unless prior approval by the County); 2) hauling debris to County approved TDMS(s) or County approved Final Disposal Site(s); 3) reducing debris through a means approved by the County Debris Manager; 4) hauling reduced debris to a County approved Final Disposal Site; and 5) disposing of reduced debris at a County approved Final Disposal Site. It shall be the Service Provider's responsibility to load, transport, reduce and properly dispose of any and all generated debris which is the result of the event under which the Debris Removal Service Provider (DRSP) was issued notice to proceed, unless otherwise directed by the County Debris Manager, in writing.
- C. County personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The County intends to perform debris clearance for access within its own forces or under existing contracts between the County and local firms. However, when the County has insufficient resources to perform the clearance activities in a timely manner, the DRSP may be directed to perform them.
- D. After activation of the contract and after a preliminary damage assessment, the County and the DRSP, together, will establish a timeframe and identify scope of work to be completed (i.e. Start of debris removal operations, First pass of the removal of public and/or private vegetative debris, Second pass of the removal of public and/or private vegetative debris, Last pass of the removal of public and/or private vegetative debris, Last pass for all eligible debris, If opened, the closure and remediation of TDMSs).
- E. Scope of services under this contract shall be triggered by the issuance of the Written Notice to Proceed (NTP) and commence by the date specified on said NTP. Detailed Scope of Work shall be identified in a Task Order provided by DRSP.
 1. **ROW Vegetative Debris Removal**: Under this contract, work shall consist of all vehicles, labor, equipment, fuel, and other associated costs necessary to pick up and transport vegetative debris existing on the County ROW to a County approved TDMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. ROW Vegetative Debris Removal will be accomplished as identified and/or approved by the County Debris Manager.
 - For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
 - Once the debris removal vehicle has been issued a Load-Out Ticket from the County's authorized representative, the DRSP vehicle will travel immediately to a County approved TDMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a Load Out ticket has been issued.
 - All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
 - Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The

County will provide specific Right-of-Entry (ROE), Hold Harmless and other required legal agreements as well as operational procedures.

2. **TDMS(s) Management, Operations and Reduction through Grinding**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through grinding of related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The size of the reduced debris (chips) for vegetative debris must be identified before operations begin and approved by the County Debris Manager. The TDMS(s) layout and ingress, egress, traffic, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the County Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the County Debris Manager before operations begin. Safety is a first priority for the County of Hidalgo.

The management of TDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The DRSP shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

- The DRSP is responsible for operating the TDMS(s) in accordance with EPA and TCEQ guidelines.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- The DRSP is responsible for providing 24-hour TDMS(s) security. The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).
- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.

Upon completion of haul-out activities, the DRSP shall be responsible for remediating the site to its original condition prior to site use. Site remediation shall include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately. If required, fill dirt and/or other base material, new sod or seeding must meet standards for intended use. Site remediation shall also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation shall abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

3. **TDMS(s) Management, Operations and Reduction through Air Curtain Incinerators (Includes Portable)**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of related debris. ACI reduction must be approved by the County Debris Manager, County of Hidalgo Fire Marshal, Texas Forest Services, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDMS(s) layout and ingress, egress, traffic route, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the County Debris Manager before operations begin. In addition, the DRSP will provide a safety plan for review and approval by the County Debris Manager before operations begin. Safety is a top priority for the County of Hidalgo.

- The management of TDMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The DRSP shall also be responsible any and all costs associated with third-party groundwater and soil testing which will be conducted continuously during operations.
- The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and TCEQ guidelines.
- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).
- All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.

- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with debris.
- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in the scope of services.
- The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.
- The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).
- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.
- The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the DRSP will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

4. **TDMS(s) Management, Operations and Reduction through Controlled Open Burning**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of related debris.

Controlled open air burning must be approved by the County Debris Manager, County Fire Marshal, Texas Forest Service, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. The TDMS(s) layout and ingress, egress, traffic route, safety zones for reduction areas must be identified in the operations plan to be submitted to and approved by the County Debris Manager before operations begin. In addition, the DRSP

will provide a safety plan for review and approval by the County Debris Manager before operations begin. Safety is a top priority for the County of Hidalgo.

- The management of TDMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The DRSP shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- The DRSP is responsible for operating the TDMS(s) in accordance with, EPA and TCEQ guidelines.
- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.) and program (ROW collection, private property debris removal, etc.).
- All un-reduced storm debris must be staged separately from reduced debris at the TDMS(s).
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- The DRSP is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- The DRSP is responsible for all associated costs necessary to provide insect and rodent control.
- The DRSP is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants, White Goods, Electronic Debris and/or HHW that may be mixed with debris.
- The DRSP is responsible for the removal of ozone depleting refrigerants, mercury or compressor oils from White Goods by an approved EPA technician qualified to do so and provide documentation of removal of such contaminants before final disposal.
- The DRSP is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers or containment areas for contaminant segregation, as well as

contaminant disposal from TDMS locations, is a cost reflected in the scope of services.

- The DRSP is responsible for providing 24-hour TDMS(s) security and fire tender.
- The DRSP will only permit DRSP vehicles and others specifically authorized by the County or its authorized representative on site(s).
- The DRSP shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls.
- The DRSP is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the DRSP will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

5. **Haul-Out of Reduced Debris to a County Approved Final Disposal Site**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, and associated costs necessary to load and transport reduced material such as, but not limited to, Vegetative mulch, or mulch existing at a County approved TDMS(s) to an approved Recycling Site or Final Disposal Site in accordance with all federal, state, and local rules and regulations. The DRSP shall not receive any payment from the County for Haul-Out or Load-Out tickets related to reduced or un-reduced debris transported and disposed of at a non- County approved Final Disposal Site.

6. **Other Debris Removal Work**

Neither the DRSP nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement.

II. TECHNICAL SPECIFICATIONS

A. Drug Free Workplace:

In the interest of job safety and to protect the general public, other DRSPs and the County's employees from the consequences of accidents that are caused by worker abuse of controlled substances on County construction projects, the Respondent certifies by submission of its proposal that it will make a good faith effort to maintain a drug-free jobsite.

B. Pre-Event:

If applicable, the DRSP shall appoint a Project Manager, who will be the County's primary point of contact. The Project Manager will be responsible for all services and personnel that are provided by the DRSP. The Project Manager, and/or contractor's point of contact(s) shall participate in planning meetings with the County of Hidalgo and other representatives to review the Debris Management Plan, at no additional cost to the County.

C. Notice to Proceed:

The County shall issue official written Notice to Proceed for the services referenced in this contract. Notice to Proceed shall be sent via electronic transmission (e-mail). If the DRSP's authorized representative is on site in the County then the written notice to proceed may be hand delivered. Under no circumstances shall the County be liable for any services rendered unless the written notice to proceed has been sent and received by the DRSP(s). The DRSP(s) must acknowledge receipt of the written notice to proceed.

D. Mobilization:

Within **24 hours** of notice to proceed from the County, the DRSP will mobilize an Operations Manager to the County. The Operations Manager will assist the County in planning for the operation and mobilization of DRSP personnel and equipment necessary to perform the work assignments to support the scope of work.

- Within 24 hours of Notice to Proceed from the County, the DRSP shall mobilize equipment and resources in the County to begin debris removal operations as directed by the County Debris Manager. As part of the DRSP's mobilization effort the DRSP should be prepared to provide an on-site office trailer for the duration of the project as directed by the County.
- When additional debris removal support is needed to meet requirements of this contract, the DRSP shall be prepared to increase the number of staff and/or equipment to support the additional needs **as necessary**.

E. On-Site Project Manager:

The DRSP(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The DRSP(s) project manager must be available 24 hours a day, or as required by the County Debris Manager.

- 1) The On-Site Project Manager is required to submit a daily report to the County Debris Manager for approval, which identifies daily and cumulative totals of service provided by the DRSP towards work completion.

F. Time of Completion:

Services shall commence upon written notice to proceed from the County Debris Manager or designee. For each event in which the contract is activated the County and the DRSP will develop a project completion date. The project completion date may be revised if mutually agreed upon by the County and the DRSP.

G. Temporary Debris Site Foreman(s):

The DRSP(s) shall provide a Foreman for each TDMS **as needed**. The Foreman shall be responsible for the management and safety of all operations at the site to include:

- Safety (Plans, meetings and oversight)
- Traffic Control (**As needed**)
- Dumping Operations
- Segregation of debris
- Reduction of debris

- Fire protection and safety
- Monitoring and documenting equipment use
- Monitoring and documenting labor time
- Monitoring and documenting damage or incidents
- Providing daily operational reports (**As applicable**)

H. Work Hours:

The DRSP(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the DRSP(s). Unless otherwise directed, the DRSP(s) must be capable of conducting volumetric reduction operations at TDMS locations on a 24 hour, 7 days a week basis.

I. Safety:

The DRSP shall be solely responsible for maintaining safety at all work sites including TDMS(s) and debris collection sites. The DRSP shall take all reasonable steps to insure safety for both workers and visitors to TDMS(s) and debris collection sites. Safety at TDMS(s) and debris collection sites includes, but is not limited to, traffic control such as traffic cones and flag personnel **as needed**. The DRSP(s) will also be solely responsible to ensure that all requirements are met and identify a safety officer to provide oversight to the assigned project for the duration of this contract.

- 1) The DRSP shall provide a safety plan to the County Debris Manager.
- 2) The DRSP shall conduct periodical safety meetings with all staff and Subcontractors. The meeting shall be documented to include the following*:
 - Personnel Sign-in sheet
 - Topics Discussed
 - Date and Time Started/Ended

**A copy of this document shall be provided to the County Debris Manager.*

J. Equipment:

1. All trucks/trailers and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck/trailer or equipment used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use and randomly during the operations as deemed necessary.
3. Debris shall be reasonably compacted into the hauling vehicle using mechanical equipment. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved TDMS or a County approved Final Disposal Site.

4. Hand loaded vehicles are strictly prohibited unless pre-authorized, in writing, by the County Debris Manager. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
5. Trucks or equipment designated for use under this contract shall not be used for any other work. The DRSP(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the DRSP(s) mix debris hauled for others with debris hauled under this contract.
6. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

K. Facilities at TDMS Locations:

The DRSP(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of DRSP personnel, DRSP Subcontractors and County authorized representatives. The toilets shall be provided prior to start of any dumping operations and kept in a sanitary condition by the DRSP(s) throughout the duration of dumping operations. The expense incurred by the Service Provider(s) for the operation of portable toilets is an overhead expense planned as part of the DRSP's compensation under the terms and conditions of scope of services.

L. Environmental Protection:

1. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the DRSP(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
2. DRSP(s) and DRSP Sub Contractors shall not perform maintenance on over-the road equipment at TDMS(s). Maintenance of equipment that typically remain at the TDMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the TDMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
3. The DRSP(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The DRSP(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
4. The DRSP(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
5. The DRSP(s) shall immediately report all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of TDMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. All reports will be documented in the Site Log with actions taken to correct the issue.
6. The DRSP must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

M. Debris Site Tower(s) Specifications **(if applicable)**:

1. The DRSP(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If

ingress and egress of a TDMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the DRSP(s) may be required to provide a second tower. The expense incurred by the DRSP for the construction of towers is an overhead expense planned for as part of the DRSP's compensation under the terms and conditions of scope of services.

2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.
3. Debris Site Tower(s) shall be inspected by a County official before operations begin.

N. Rapid Response Crew.

DRSP(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting related debris which the County deems a priority for the overall County recovery process.

O. Damages:

1. The DRSP shall repair any damages caused by the DRSP equipment in a timely manner at no expense to the County. If there is disagreement between a resident and the DRSP as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to public or private property shall be repaired at the DRSP's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.
2. To the extent that the County deems the DRSP negligent in management practices, the County may withhold from retainage money or invoice the Service Provider(s) for time and material costs associated with resolving issues or damages related to the DRSP's work.

P. Existing Utilities:

1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be DRSP's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.
2. The County may choose either to have the DRSP make the necessary repairs or have the DRSP pay all costs incurred to repair damaged utilities that are a result of the DRSP, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the DRSP.

Q. Documentation and Measurement:

1. The Service Provider is responsible for ensuring that all labor and equipment used for is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

2. All DRSPs(s) trucks/trailers used for collection and hauling of debris from the County ROW to County approved TDMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for total cubic yard volume by the County or County-authorized representative. The DRSP shall provide a representative to attest to the certification/measuring process. It is the DRSP's responsibility to verify the accuracy of truck/trailer certifications within 24 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck total capacity in cubic yards, DRSP name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
3. The DRSP(s) is responsible for ensuring that all personnel (which include Subcontractors) maintain a valid driver's licenses and equipment legally fit for travel on the road.
4. Load-Out and Haul-Out tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the debris was collected (e.g. street address or GPS) and the type of debris picked up, hauled, reduced and disposed. DRSP are responsible for ensuring all Load-Out, Haul-Out and unit rate tickets are fully completed. No payment will be made by the County for incomplete Load-Out, Haul-Out or unit rate tickets submitted for payment.
 - Load-Out and Haul-Out tickets will be issued by an authorized representative of the County. The County authorized representative will complete the applicable portion of the Load-Out or Haul-Out ticket, and provide four copies to the vehicle operator. Upon arrival at the TDMS or County approved Final Disposal Site, the vehicle operator will present the four copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the TDMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County authorized representative will keep the second copy; three copies will be given back to the vehicle operator. One copy of the remaining three will be provided to the DRSP Site Foreman or DRSP Site Representative.
 - Loads of processed (e.g., chipped) debris being hauled from a TDMS to a County approved Final Disposal Site will follow the same procedures.

R. Post Event Recovery:

Upon request from the County, the DRSP(s) shall participate in the Hot-Wash, After-Action Reviews (AAR), and the implementation meetings to incorporate Corrective Actions identified in the AAR into the Debris Management Plan after exercises and live events.

6. APPENDIX B - BID PAGE

COUNTY SELECTS DISPOSAL SITE; HC PAYS LANDFILL TIPPING FEES

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Cubic Yard	
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Cubic Yard	
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Cubic Yard	
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Cubic Yard	
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Cubic Yard	

VENDOR RESPONSIBLE FOR DISPOSAL (SERVICE RATE)

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Cubic Yard	

Line Item	Description	Unit of Measure	Unit Cost
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Cubic Yard	
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Cubic Yard	
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Cubic Yard	
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Cubic Yard	

VENDOR RESPONSIBLE FOR DISPOSAL (TIPPING FEE RATE)

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Ton	
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Ton	
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Ton	

Request For Proposal #23-0200-07-19-04
Title: Brush and Vegetative Debris Removal Services

Line Item	Description	Unit of Measure	Unit Cost
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Ton	
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Ton	

EXHIBIT “B”

BEST AND FINAL OFFER



Hidalgo County
Purchasing Department
Ignacio Amezcua, Director
2802 S. Business Hwy. 281, Edinburg, TX 78539

PROPOSAL DOCUMENT REPORT
RFP No. 23-0200-08-02-04
Brush and Vegetative Debris Removal Services
RESPONSE DEADLINE: August 9, 2023 at 3:00 pm
Report Generated: Monday, August 14, 2023

CTC Disaster Response, Inc. Proposal

CONTACT INFORMATION

Company:
CTC Disaster Response, INC.

Email:
ggathers@customtreecare.com

Contact:
Greg Gathers

Address:
6021 SW 29th St. PMB #130
Topeka, KS 66614

Phone:
N/A

Website:
www.ctcdisaster.com

Submission Date:
Aug 9, 2023 1:10 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 9, 2023 1:01 PM by Greg Gathers

Addendum #2
Confirmed Aug 9, 2023 1:01 PM by Greg Gathers

Addendum #3
Confirmed Aug 9, 2023 1:01 PM by Greg Gathers

QUESTIONNAIRE

1. I confirm, that I will be submitting my response electronically.*
Please confirm and proceed with the electronic submission requirements.
Confirmed

2. LEGAL NOTICE DECLARATION

LEGAL NOTICE DECLARATION*
TO: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
ATTN: Victor Webber, Contract Specialist II
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539
RE: 23-0200-08-02-04 - Brush and Vegetative Debris Removal Services

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Confirmed

3. APPENDIX B

EVALUATION CRITERIA*

I confirm that as part of my submission, I will provide the proposal as required under "*Appendix B - Evaluation*" of this project.

Confirmed

4. APPENDIX C

PROOF OF INSURANCE*

Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County: all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.
 - Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.
 - Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- F. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- M. Bidder shall make any other insurance documentation available to County upon request.

Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

Liability_and_WC_COI_2023.pdf

INSURANCE REQUIREMENT ACKNOWLEDGMENT*

I, an authorized representative for of my company, the company submitting this response, hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:
 - Professional Liability (Errors & Omissions)
 - Automobile Liability
 - General Liability
- have already been met, see attached copy of certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

Confirmed

PROJECT REQUIREMENTS ACKNOWLEDGMENT*

This is to certify that I, an authorized representative of my company, possess all of the **APPLICABLE**:

1. Licenses
2. Bonds
3. Certificates
4. Permits
5. Other

necessary to carry out the required project. Furthermore, **I am providing copies of the required documentation** (upload copies here) so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.

Confirmed

5. APPENDIX D

CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [Appendix D - COI Questionnaire...](#)

Conflict_of_Interest_Questionnaire_.pdf

6. APPENDIX E

VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Confirmed

HUB DECLARATION*

Please download the below documents, complete, and upload.

- [Appendix E - Vendor Enrollment...](#)

Appendix_E_-_Vendor_Enrollment_Solution_and_HUB_Declaration_(1).pdf

7. APPENDIX F

CERTIFICATION REGARDING DEBARMENT*

Please download the below documents, complete, and upload.

- [Appendix F - Certification ...](#)

Certification_Regarding_Debarment_.pdf

SAM.GOV REGISTRATION*

Please enter your company's Legal Name and/or dba Name

Custom Tree Care, Inc DBA CTC Disaster Response, Inc.

[Click to Verify](#) Value will be copied to clipboard

FORM 1295*

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- Reference Brush and Vegetative Debris Removal Services23-0200-08-02-04on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

Hidalgo_County_1295_Form_.pdf

8. APPENDIX G

TITLE VI APPENDICES - (PLEASE CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE)*
APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:
 - a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may

request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (l) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended], and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Confirmed

9. APPENDIX H

REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*

Please download the below documents, complete, and upload.

- [Appendix H - 2 CFR.pdf](#)

Appendix_H_.pdf

10. APPENDIX I

FHWA 1273*

Refer to "Appendix I - FHWA 1273" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "Appendix I - FHWA 1273."

Confirmed

11. APPENDIX J

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING*

Please download the below documents, complete, and upload.

- [Appendix J - Proposer's Aff...](#)

Appendix_J_Non-Collusion_.pdf

12. APPENDIX K

DRAFT AGREEMENT*

Refer to "Appendix K - Draft Agreement" in the #ATTACHMENTS section. Confirm that you read, understood, and agree with "Appendix K - Draft Agreement."

Confirmed

13. APPENDIX L

DEFICIENCIES AND DEVIATIONS FORM*

Please download the below documents, complete, and upload.

- [Appendix L - Deficiencies a...](#)

Appendix_L_Deficiencies_and_Deviations_Form.pdf

14. APPENDIX M

REFERENCE FORM*

Please download the below documents, complete, and upload.

- [Appendix M - Reference Form...](#)

Reference_Form_.pdf

15. COMPANY/FIRM RESPONSE

COMPANY/FIRM RESPONSE*

Please upload your response to this RFP in accordance with Exhibit A - Requirements/Specifications.

Hildago_County_Price_Sheet.pdfHildago_County_Brush_&Vegetative_Proposal_8.2.23.docx



CERTIFICATE OF LIABILITY INSURANCE

CUSTTRE-03

DROWE

DATE (MM/DD/YYYY)
2/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peoples Insurance Group 1415 SW Topoka Blvd Topeka, KS 66612	CONTACT NAME: Derek Rowe	
	PHONE (A/C, No, Ext): (785) 271-8097	FAX (A/C, No):
EMAIL ADDRESS: drowe@peoplesinsure.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Specialty Underwriters Ins Co		13037
INSURER B: Cincinnati Insurance Company		10677
INSURER C: Evanston Insurance Company		35378
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INFO	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CSU 0203780	2/14/2023	2/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUBJECT <input type="checkbox"/> LOG OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0677479	2/14/2023	2/14/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE			ENP 0677479	2/14/2023	2/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below							
A	Excess Liability-GL			CSU 0203791	2/14/2023	2/14/2024	Limit 5,000,000
C	Pollution Liability			CPLMOL115336	2/14/2023	2/14/2024	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 L/R Equipment Coverage - \$420,000

<p>CERTIFICATE HOLDER</p> <p>Insured Copy For Informational Purposes Only</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173	CONTACT NAME: Deborah Connell PHONE (A/C, Ho, Ext): 205-655-2128 FAX (A/C, No): 205-655-4895 E-MAIL ADDRESS: dconnell@bestinsgrp.com
INSURED CTC Disaster Response, Inc. 3722 Southwest Spring Creek Lane Topeka KS 66610-1221	INSURER(S) AFFORDING COVERAGE INSURER A: American Interstate Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 31895	

COVERAGES **CERTIFICATE NUMBER:** 305039415 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERCENT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	AVWCKG3157022023 AVWCKS3157022023	2/12/2023 2/12/2023	2/12/2024 2/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Officer/Members excluded from Work Comp: Maura Gathers
 Work Comp - Florida, Mississippi, Oklahoma, Oregon, Kansas, Georgia, North Carolina, Texas, Indiana.

CERTIFICATE HOLDER EVIDENCE OF INSURANCE FOR BIDDING PURPOSES ONLY. CTC DISASTER RESPONSE INC.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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

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

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

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

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

NONE

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

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

Name of Officer

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

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


Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity


Date

VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: <https://www.hidalgocounty.us>, Home > Departments > Purchasing > Potential Vendors, or by using the link: <https://www.hidalgocounty.us/3116/Upcoming-Solicitation-Opportunities>.



Upon submission, you will receive an automatic confirmation email response advising to confirm vendor registration account. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding registering as a vendor please call the Purchasing Department at (956) 318-2626 or reach out to OpenGov via their website <https://help.procurement.opengov.com>.

For Current Vendors:

If your Company is a current active Vendor doing business with Hidalgo County, please make sure to register on our new e-Procurement portal via OpenGov.

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

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

Signature: 
Print Name: Greg Gathers
Title: President
Telephone Number: 785-478-9805
Date: 7/18/2023

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CTC Disaster Response, Inc.
 Topeka, KS United States

Certificate Number:
 2023-1051310

Date Filed:
 07/26/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-0200-08-02-04
 Brush and Vegetative Debris Removal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Greg Gathers, and my date of birth is 3/1/1978.

My address is 3722 SW Spring Creek Ln. Topeka KS 66610 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Shawnee County, State of Kansas, on the 26 day of July, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)

APPENDIX “H”

(IF APPLICABLE)

**2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II,
REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

&

**REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. Termination for Cause and Convenience.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. Statement. *Termination.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. Equal Employment Opportunity.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“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.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**

- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The 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 contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to 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.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, ¶ E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

(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 (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 (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 County of Hidalgo 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.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance**

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act.

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to 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. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
 - (1) The 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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. Debarment and Suspension

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract 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).

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.

This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of entity serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Byrd Anti-Lobbying Amendment.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. 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. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“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, CTC Disaster Response, Inc. 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 \$10,000 and not more than \$100,000 for each such failure.

The Contractor, CTC Disaster Response, Inc., 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.



Signature of Contractor's Authorized Official

Greg Gathers / President

Name and Title of Contractor's Authorized Official

7/18/23

Date"

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(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—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) 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>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People's Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of "Affiliate" can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

- a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. Standard. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ L
- c. Statement. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. Changes.

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method,

price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. **Access to Records.**

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives 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 or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. **DHS Seal, Logo, and Flags.**

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

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

4. **Compliance with Federal Law, Regulations, and Executive Orders.**

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

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

5. **No Obligation by Federal Government.**

a. **Standard.** The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. **Statement.** The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

a. **Standard.** The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. **Statement.** The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The 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.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor’s Name/Company Name: CTC Disaster Response, Inc.

Printed Name and Title of Authorized Representative: Greg Gathers / President

Signature of Authorized Representative: 

Date: 7/18/23

APPENDIX J
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND
ANTI-LOBBYING

Kansas
STATE OF ~~TEXAS~~
COUNTY OF ~~HIDALGO~~ *Shawnee*

Affiant, Greg Gathers, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

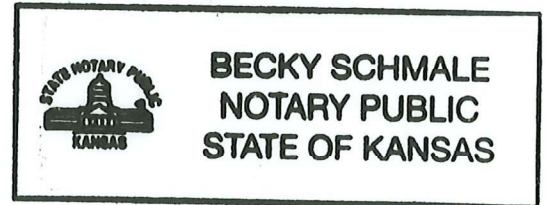
(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: *Greg Gathers* /President

Subscribed and sworn to before me this 18th day of July, 2023.

Becky Schmale
Notary Public

My commission expires: 03/25, 2026



REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: City of Taylor, TX
Type of Organization: Government
Address: 1424 N St., Taylor, TX 76574

Contact Person: Jim Gray Title: _____
Telephone: 260-352-5818 E-mail: jim.gray@taylortx.gov

Project Information

Name of Project: Ice Storm Emergency Contract
Scope of Work: Vegetative Debris Removal

Contract Period: From 2/11/23 to 3/25/23
Cost: Projected \$: _____ Actual \$: 4,794,881
Timeframe (Include Unit Measure) Projected _____ Actual _____
Status as of 3/25/23 (Circle One) Complete In Progress Canceled
Date

Reference Two

Client's Name: City of Hutto, TX
Type of Organization: Government
Address: 500 W. Live Oak Street, Hutto, TX 78634

Contact Person: Richard Rodriguez Title: Field Services Manager, Public Works Dept.
Telephone: 512-759-4930 E-mail: Richard.rodriguez@huttotx.gov

Project Information

Name of Project: Ice Storm Emergency Contract
Scope of Work: Debris Hauling

Contract Period: From 3/7/23 to 5/11/23
Cost: Projected \$: _____ Actual \$: 163,790.80
Timeframe (Include Unit Measure) Projected _____ Actual _____
Status as of 5/11/23 (Circle One) Complete In Progress Canceled
Date

Reference Three

Client's Name: City of Waverly, TN
Type of Organization: Government
Address: 210 Pearson Ave., Waverly, TN 66871

Contact Person: Corey Burket Title: _____
Telephone: 931-296-2101 E-mail: csburket@yahoo.com

Project Information

Name of Project: Flood - Debris Removal 5/5/22 Tropical Storm Olga - Debris/clearing-removal 5/3/2020
Scope of Work: Flood Contract \$1,351,500 Tropical Storm Contract \$200,631

Contract Period: From _____ to _____
Cost: Projected \$: _____ Actual \$: _____
Timeframe (Include Unit Measure) Projected _____ Actual _____
Status as of 5/5/2022 (Circle One) Complete In Progress Canceled
Date

Reference Four

Client's Name: Lee County, MS
Type of Organization: Government
Address: PO Box 1785, Tupelo, MS 38802-1785

Contact Person: Lee Bowdry Title: _____
Telephone: 662-432-2950 E-mail: lbowdry@co.lee.ms.us

Project Information

Name of Project: Tropical Storm Olga
Scope of Work: Debris Removal - Tree Trimming and Removal

Contract Period: From 12/30/2019 to 6/1/2020
Cost: Projected \$: _____ Actual \$: 2,850,608
Timeframe (Include Unit Measure) Projected _____ Actual _____
Status as of 6/1/2020 (Circle One) Complete In Progress Canceled
Date

6. APPENDIX B - BID PAGE

COUNTY SELECTS DISPOSAL SITE; HC PAYS LANDFILL TIPPING FEES

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Cubic Yard	6.96
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Cubic Yard	3.55
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Cubic Yard	2.80
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Cubic Yard	2.30
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Cubic Yard	3.95

VENDOR RESPONSIBLE FOR DISPOSAL (SERVICE RATE)

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Cubic Yard	18.93

Line Item	Description	Unit of Measure	Unit Cost
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Cubic Yard	3.55
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Cubic Yard	2.80
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Cubic Yard	2.30
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Cubic Yard	15.90

VENDOR RESPONSIBLE FOR DISPOSAL (TIPPING FEE RATE)

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Ton	189
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Ton	35
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Ton	28

Request For Proposal #23-0200-07-19-04
Title: Brush and Vegetative Debris Removal Services

Line Item	Description	Unit of Measure	Unit Cost
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Ton	23
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Ton	159



Original
Brush and Vegetative
Debris Removal

Proposal for: RFP No. 23-0200-08-02-04



Hidalgo County

2802 S. Business Highway 281

Edinburg, TX 78539

Wednesday August 2, 2023 3:00 P.M.

Contact Information:

Greg Gathers

6021 SW 29th St. PMB #130

Topeka, KS 66614

(785) 478-9805 – Office

(785) 478-4195 – Fax

ggathers@ctcdisaster.com

www.ctcdisaster.com

(Office locations in Kansas, Alabama, Florida
& Texas)





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INTRODUCTION

TRANSMITTAL LETTER

Hidalgo County
Attn. Victor Webber
2812 S. Business Hwy 281
Edinburg, TX 78539

August 2, 2023

RE: RFP No. 23-0200-08-02-04 Brush and Vegetative Debris Removal

To Victor Webber,

CTC Disaster Response, Inc. (CTC), formerly known as Custom Tree Care, Inc., is pleased to submit our proposal for the RFP No. 23-0200-08-02-04 Brush and Vegetative Debris Removal. CTC has been in business for over 24 years and has completed over \$200,000,000 in Debris Removal Operations, with a combined Executive and Management team experience of over 70 years. CTC has operated as prime contractor in the recovery of over 150 major catastrophic events in 27 states performing ROW Debris Removal, Tree Trimming and Removal, PPDR, Waterway and Marine Debris Removal, TDS Reduction and Management, and other specialty types of debris removal. We meet or exceed all requirements of this RFP.

With our experience, we can streamline the recovery process, while maintaining our 100% safety record. We have also been able to develop and streamline debris removal, reduction, and disposal to ensure that our teaming partners and the community receive the best benefits of our experience.

CTC has never failed to complete a project and has never defaulted on any contract. We hold ourselves to the highest standards of quality and professionalism. Our past performance is excellent, and we will strictly adhere to all requirements of this project including program standards as provided in FEMA's "Debris Management Guide." CTC is registered to do business in the State of Texas and has completed several contracts of this nature in the past for DOT's, School Districts, Municipalities (cities and towns), counties, states, and the federal government.

CTC has the resources to manage all disaster debris operations for all entities we are contracted with.

Our staff is trained in USACE, OSHA, ANSI and FEMA standards and all work practices will conform to these standards. We adhere to FEMA requirements for reimbursement documentation. If awarded, we will provide all additional documentation required. We look forward to the opportunity to serve your needs.



Respectfully,

A handwritten signature in black ink that reads 'Greg Gathers'.

Greg Gathers

President/CEO

MW-4172A

The following individuals have the authority to bind CTC Disaster Response, Inc. in all representations of this proposal.

Greg Gathers, President/CEO

(785)221-7550

ggathers@ctcdisaster.com

Jeremy Britton, Chief Operating Officer

(256)749-4886

jbritton@ctcdisaster.com



PROJECT APPROACH

PRE-EVENT PREPERATION

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the CTC staff, can best do the majority of our critical thinking on a "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

Pre-Event Planning:

- Identify and introduce, in person, the CTC Project Team to your staff so that when we are required to work together, we have already established our professional relationship and rapport.
- Review with your staff, in detail, the most recent update of the Debris Management Plan to ensure that we understand completely your plan of attack and have those base maps first required in current order.
- Ride those roadways listed as having priority to conceptualize the volumes and types of debris that may be encountered during emergency clearance operations.
- Review with your staff the identified Temporary Debris Staging and Reduction Sites and the preliminary design established.
- Review both your and our Communications Plan to ensure they are compatible and afford interoperability.
- Conduct and/or participate in tabletop and functional exercises focused on managing the volumes of documentation required for reimbursement of eligible damage costs.
- Participate in all other training and exercises as you may direct.
- Conduct on-site classroom training utilizing the FEMA Emergency Management Institute Independent Study Programs for Debris Management, National Incident Management System/Incident Command System (NIMS/ICS), the Public Assistance Program and all updates/new policies and procedures.
- Applicants with a FEMA-accepted Debris Management Plan at the time of an event can increase the effectiveness of its debris management operations. Specifically, a Debris Management Plan should improve an Applicant's ability to complete debris removal within the timelines associated with the sliding scale. Applicants may request a one-time, 2% increased Federal cost share incentive.
- FEMA's requirements to receive this incentive are that the Applicant must:
 - Have a FEMA-accepted Debris Management Plan.
 - Have a pre-qualified debris removal contractor.
- Debris Management Plan should include the following:
 - Debris Management Overview
 - Incidents and Assumptions
 - Debris Collection and Removal Plan
 - Debris Removal from Private Property
 - Public Information
 - Health and Safety Requirements
 - Environmental Considerations and other Regulatory Requirements
 - Temporary Debris Management Sites and Disposal Locations



- Force Account or Contract Resources and Procurement
- Monitoring of Debris Operations

Alert Stage:

- As a potential debris-generating weather event approaches, CTC will be in communication with your staff to ensure that our Communication Plans are in current order, and we will begin to alert our Project Team, local area subcontractors, and out-of-area subcontractors that their services may be required in the near future.
- As the weather event track is established and the real potential for landfall in an area that may damage your area is established, and at your direction, CTC will mobilize our Project Manager and emergency road clearance crews and equipment to pre-stage at the Operations Base Camp. This will allow for and ensure an immediate damage assessment and mobilization of crews and equipment to those areas previously identified for emergency road clearance operations.

Post-Event Operations:

The Preliminary Damage Assessment and Emergency Road Clearance operations will begin as soon as wind speeds fall below gale force. Depending upon the severity of damage, additional crews and equipment will be pre-staged just beyond the anticipated damage zone and will be mobilized. It is expected that the majority of the emergency road clearance crews and equipment will be CTC's own and those available from local area subcontractors.

- Emergency Road Clearance will start along the primary transportation routes
- Temporary Debris Sites, crew and equipment check-in locations, and the availability of housing and camping areas will be inspected to ascertain their availability for immediate/near future use. This information will then be relayed to our Logistics Manager.
- During this phase, our crews will be available, at a minimum from sun-up to sun-down. If required, work will continue after dark if it can be performed safely.
- Documentation for work performed will be kept on a time and materials basis, utilizing the hourly rates schedules included in the contract. Each morning, a report of the previous days' work will be made to Your Project Manager and include: all labor hours broken down by category; all equipment hours broken down by type and category; and the road segments that have been opened to a minimum of one lane of traffic in each direction. Cumulative summary reports will be made as requested.
- As the volume of debris to be managed is estimated, mobilization will begin of additional crews and equipment required during the initial stages of removal. These crews and equipment will stage in close proximity to be ready for immediate deployment upon completion of the road clearance, and as directed by your POC.
- Estimated Time Frame: 70 Hours (maximum)

Post-Event Operations: Debris Removal, Reduction and Disposal:

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.



- As crews, equipment and monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; In some instances, the of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, **vehicles** and **vessels** that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- **White goods** will be segregated from other debris and taken to a staging area at the TDS, where they will be first inspected for the presence of Freon or other coolants, gases, oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.
- **Household hazardous wastes (HHW)** will be segregated at the pick-up point prior to removal by a separate crew. This waste will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- **Construction and Demolition (C&D) debris** will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- **Hazardous limbs, hazardous trees and hazardous stumps** require proper identification and documentation. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Monitor. Once this data is gathered, and hazardous limbs, trees and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- **Vegetative debris** will be loaded from the public rights-of-way, hauled to the TDS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-products from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an area paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- **Documentation** of debris removal, reduction, recycling, and disposal operations will be primarily by load tickets and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to you. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.



Resources:

In the case of a major catastrophic event, CTC is on ready and standby for immediate call and can be mobilized within 24 hours following a Notice to Proceed. In addition, CTC maintains an active database of subcontractors from across the nation, the majority of whom have worked with our Project Teams on past debris removal operations. This database contains subcontractors who assist us with trucks and trailers of varying sizes, heavy equipment, CDL drivers, heavy equipment operators, mechanics, skilled and unskilled labor, administrative assistants, clerical staff, contract specialists, on-site fuel delivery, generators, temporary housing, laundry and catering services, hazardous waste specialists, water-borne debris removal specialists, and arborist services.



PRE-EVENT COORDINATION RESPONSE TIME

Due to our experience with rapid mobilization and the need for communication with our contracting partners, CTC has developed procedures to minimize the time necessary to respond to a disaster. We can mobilize the required number of crews and personnel within 24 hours of a Notice to Proceed. In the instance of hurricanes, especially for preposition contracts, response time is even faster.

During hurricane season, CTC, Inc. closely watches the buildup of potential tropical storms or hurricanes. As a storm approaches a location for which we have a preposition contract, we will begin placing staff on alert and pre-positioning both staff and equipment. The Regional Manager nearest that location will be responsible for coordinating those efforts.

The pre-positioned resources will

:

- Be located as close to the potential impact area as possible without putting them in harm's way.
- Have recovery equipment immediately accessible to our contracting partners. We take into consideration that damaged by the storm obviously affects the timely response capability.
- Provide local experienced subcontractors who are on standby and alert and will provide details on their resources that can be deployed immediately upon request.

As the storm nears landfall, and the potential impact on the area becomes more refined, Our Management Team and specialists will:

- Make an initial assessment of the size of the potential debris issues.
- Decide what additional resources may be needed, based on that previous assessment.
- Determine how those resources will be deployed.
- Transmit information to potential subcontractors. In most catastrophic events, our prime subcontractors are familiar with the procedure and headed to the affected areas.
- Provide a buildup of resources over a short period of time as needed. Until the immediate response agencies (law enforcement, fire departments, etc.) provide approval, there will be a limitation on the amount of debris removal equipment that can be moved into an area and what operations can be initiated.

Immediate Debris Operations:

We have in-house resources to begin debris operations almost immediately, especially emergency debris clearance (moving debris to the sides of the roads and streets to allow access of emergency vehicles). As the information regarding the extent of the debris impact areas becomes more exact, the amount and type(s) of equipment required to conduct an efficient operation will become more refined.

This general procedure ensures that, in the event of a hurricane (or other disaster that provides some warning), we can have trained, experienced personnel with appropriate equipment on site and working in a minimum amount of time – regardless of the location of that disaster.



In the immediate aftermath of a disaster for which there was no warning (tornado, earthquake, bombing), the deployment procedures developed and used by us still minimize the time required to adequately respond. All equipment is maintained in a ready-to-deploy condition. Personnel are accustomed to short notice, and the internal communications system used by us ensures that key personnel are readily available. In most instances, we can be operational on-site within 24 hours, often before access is permitted to portions of the damaged area. Frequently, that time is much less than 24 hours after receipt of a Notice to Proceed.

We understand the necessity to begin debris operations quickly and conduct them efficiently.



TECHNICAL APPROACH POST DISASTER

Mobilization Plan:

This Mobilization Plan outlines the approach strategy that CTC, Inc. uses after a state of disaster. We fully recognize and comprehend that it is our pre-emptive duty to ensure sure that this plan is carried out in a time of emergency when you may have no way to communicate with us. Therefore, we assume the responsibility of being able to move into the impacted area and carry out our assigned mission, with full capability, no matter how severe the damage may be. Our years of experience tell us that when equipment is brought in from multiple different directions, including right here in your community, we can provide a more expedient mobilization. With a pre-event contract in place, we can plan in advance to call resources in from numerous different locations, and via numerous different routes of entry. Our subcontractors, who are local to your area, are experienced and aware of the needs of CTC, Inc. They become integral members of our advance planning team. Their input and area knowledge are called up during both advance planning, and post-event response operations.

For those events that impact is forecast (hurricanes, tropical storms, ice storms, and floods) there is advance warning and an ability to monitor and track the developing weather pattern. For these predictable events, sufficient time is allowed for confirmation of situation-specific pre-planning efforts and preparation which ultimately allows for a more rapid and coordinated mobilization. With these forecast events, CTC, Inc. will identify several staging areas within a 50 -100 mile radius of the forecast impact zone and mobilize the equipment and manpower needed for the immediate push. Through this advance planning, we can guarantee an immediate response to the emergency clearance of debris from the roadways phase of operations. CTC, Inc. will pre-position personnel and equipment in your community when directed. We will identify several points and paths of entry into your community/damage zone can be made. The number and use of these areas will depend largely on the size and destructive force of the event that is being responded to. In addition, multiple points-of-entry or paths into critical response zones will be identified.

The CTC, Inc. Project Manager will be in close contact with your designed POC, as the event impact draws closer. If required, we will arrive with our advance team and position ourselves in your Emergency Operations Center (EOC) or other suitable Debris Command Center prior to the landfall of a storm, regardless of anticipated storm category. Coordination can then be affected regarding the entry of response entry into the damage zone.

The Mobile Command Center will normally be in place within 24 hours, if required, after the Notice to Proceed and provide the communication link between all agencies and provide a field site for daily briefings and coordination. This Command Center enables CTC, Inc. to have unlimited access, via satellite, that will provide phone, fax and broadband internet connection regardless of damage to cable and local wireless infrastructure.

CTC, Inc. has established the following schedules of crew deployment for your community. The quantity and make-up of crews required will be made during the Initial Damage Assessment (IDA) stage, immediately following the event. Categories of hurricanes have been selected as representative indicators of the damage likely to occur. These only represent a baseline on which to illustrate our mobilization schedule for you.



- ***Tropical Storms, Category 1-2 Hurricanes. Minor or Moderate Ice Storm, Flood or Wind Event.***
- *80% of crews within 24 hours of NTP*
- *100% of crews within 48 hours of NTP*
- *100% of crews within 72 hours of NTP*
- ***Category 3,4 & 5 Hurricanes or Significant/Catastrophic Ice Storm, Flood or Wind Event***
- *25% of crews within 24 Hours of NTP*
- *40% of crews within 48 hours of NTP*
- *60% of crews within 72 hours of NTP*
- *100% of crews with 96 Hours of NTP*

CTC, Inc. is familiar with catastrophic events of all scope and sizes. CTC will also monitor its performance daily, and after consultation with you, will bring more resources as necessary to meet your developing schedule for work output.

Operations and Management Plan:

In general terms, following a written Notice to Proceed, CTC, Inc. debris management work will typically consist of the following, as listed in chronological (though often overlapping or concurrent) order. Each of these work tasks will be closely coordinated with and as directed by City or County staff.

- 1) Pushing and clearing debris from primary arterial highways that serve previously identified critical facilities. No attempt to remove debris is made at this time. The objective of this “cut and toss” effort is to open roadways to emergency response vehicular traffic. This work is conducted during the “emergency period” immediately following the event with FEMA guidelines limiting it to the first 70 work hours and may include working between sundown and sunup. A great emphasis is placed on safety during this time as downed power line present a true hazard to the health and safety of response crews. Close coordination with the local electrical company will be conducted throughout this period.
- 2) During this timeframe, debris removal equipment and personnel will begin to be “checked in” with all necessary documentation gathered, and trucks and trailers measured (CY) for maximum load carrying capacity and identification placards installed. Also, during this time, the Temporary Debris Sites (TDS) will be located, regulatory approval gained for, and construction for operations begun.
- 3) As soon as the TDS is ready to receive debris (interior haul roads established and traffic control patterns formulated; site does not need to be ready for reduction/recycling efforts at this time), debris removal crews will be dispatched to begin gathering, loading and hauling debris to its designated site (vegetative debris will be taken to the TDS and Construction and Demolition (C&D) debris will be taking to a local, lawfully permitted landfill or other site as may be specified.



- 4) As the number of crews and equipment increases (called the “ramp up” period), so does the need for qualified monitors to be assigned to each crew, or zone. These monitors will issue load tickets for each load of debris managed and certify to reimbursement agencies its “eligibility.” Our crews are generally kept in the same zone and sector throughout the clean-up. This helps to identify responsible parties when damage to private property is reported, investigated, and resolved.
- 5) Citizen drop-off points may be established in the community. This gives those citizens who wish to remove debris from their private property as place to bring it, and greatly reduces the number of illegal dumping complaints that will be received. CTC, Inc. will provide the necessary equipment and manpower to safely operate these sites and clean them of all debris at the end of each day.
- 6) As debris removal operations progress, and the TDS is made ready for reduction/recycling operations (including baseline environmental (soil and groundwater sampling when required), debris removal crews will continue on a daily, uninterrupted basis, to haul vegetative debris and recyclables to the TDS. C&D debris will continue to be hauled to a local, lawfully permitted landfill. Additional crews will be brought in to conduct all tree trimming and stump removal operations.
- 7) Debris removal crews will normally make three scheduled passes in each zone and sector. Approximately 60% of all debris managed is removed from the right-of-way during the first pass. Once the majority of vegetative and C&D debris have been removed, White Goods (washers, dryers, refrigerators, freezers, air conditioning units, stoves, water heaters, and dishwashers) will be loaded and hauled to either the TDS for recycling, or to a local, lawfully permitted landfill as directed.
- 8) Multiple scheduled passes will be made until debris removal operations are completed, as determined by the government contracting agency.
- 9) As debris operations begin to come to a close (the “ramp down” period), crews and equipment that are no longer required will be released from duty.
- 10) Once all activities are completed at the TDS, site closure will begin. This includes, but is not limited to the following:
 - Removal of all debris reduction by-products.
 - Removal of all equipment, office trailers, inspection towers, and portable toilets and wash stations.
 - Removal of all stone utilized to create points of ingress and egress, interior haul roads, and parking areas.
 - Removal of all site features (fencing and erosion control) that may have been constructed.
 - End-of-Job environmental samples are taken, tested, and compared to baseline samples.
 - CTC, Inc. will then request a final inspection from the appropriate government official. A “punch list” of items to be corrected is developed and final closure action taken. Only upon mutual, written agreement between the property owner, government official, and CTC, Inc. Project/Operations Manager is a site considered closed.

Debris removal, reduction and disposal work hours are generally defined as from sun-up to sundown, seven (7) days/week, including holidays. This schedule will be coordinated with, and approval gained from local officials.

This chronology of debris operations is defined in general terms only. Additional specific items of work may be directed by the local officials and work performed by CTC, Inc. All work will be performed so as to not interfere, to the greatest



extent possible, with all other emergency response agencies, including but not limited to: utility companies, government agencies, volunteers and local government forces.

Debris Volume Estimation:

Estimating the volume of debris generated following an event is not an exact science. At CTC, Inc. we utilize several different methodologies to make “an educated estimation.” These include utilization of the US Army Corps of Engineers Hurricane Debris Volume Estimation Model; a per household times the total number of households method; a per mile of roadway times the total miles of roadway method; and other data as may be available. Each of these methodologies and estimates is led by an experienced CTC, Inc. team member who has a significant history in making just these type estimates of material on the ground.

Billing/Invoices:

At the conclusion of each day’s work activities, daily reports and load tickets are collected from all CTC, Inc. supervisory personnel. Then are then reviewed for completeness and correctness and entered into our proprietary database. This data entry is normally accomplished at our headquarters office where will maintain workstations for this purpose. This data entry normally follows the work effort by just one day, meaning that the City will have nearly real-time data throughout the project. Invoices are normally generated on a bi-weekly or monthly basis, dependent upon the schedule mutually agreed upon. Our records are maintained for a minimum of ten (10) years to ensure that we can support whatever request the City may have, particularly during the audit that will be performed by DHS/FEMA.

Authorized Persons:

Greg Gathers

Jeremy Britton

Maura Gathers

Johnny Osborne

With office locations in Kansas, Alabama, Texas and Florida, Custom Tree Care can strategically and immediately respond to any event in any location in the continental United States.



TEMPORARY DEBRIS SITE (TDS) PLAN

In conjunction with your local government representative, CTC will develop a site-specific plan for each Temporary Debris Site (TDS) we are tasked with operating. The Plan will address the following items, as appropriate, with additional subjects as may be required:

1. Site Management Organization and Responsibilities

This will provide all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.

2. Startup Check List

This list is developed to ensure that all of the work tasks involved in the clearing and preparation of a site are addressed and can be “checked off” the list as they are completed.

3. Ingress/Egress

Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.

4. Site Preparation

This includes clearing, grading, establishment of erosion control and baseline testing for soil and groundwater. The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, and potential impacts to nearby streams, air, and groundwater will be addressed.

5. Traffic Control Procedures

Depending upon the extent of traffic control required this may require an appendix entitled “Maintenance of Traffic”. It will address the movement of vehicles into and out of the site and include provisions for keeping the streets or roads free of debris.

6. Safety

There are many activities within a TDS, including the diverse array of heavy equipment operating; large volumes of debris hauling trucks dumping their loads; potentially hazardous debris; maintenance activities; tub grinders and air curtain incinerators being operated; and large numbers of personnel. A diligent and concentrated focus on safety must be of paramount importance to everyone at the site. Safety is a part of every plan written by CTC personnel and is continually emphasized.

7. Segregation of Debris

In order to be properly managed throughout the reduction/recycling and disposal processes, all incoming debris must be segregated into various categories, including Household Hazardous Waste (HHW), Vegetative Debris, Construction and Demolition (C&D) Debris, White Goods, Small Engine Equipment and Electronic Waste.



8. Site Plan

A Site Plan will be drawn to identify the location of all activities, and include traffic control, Inspection Tower location, and dumping, grinding, burning, ash storage, HHW storage, temporary office, “Clear Zones” and portable toilet and hand wash station locations.

9. Reporting Requirements

CTC maintains an extensive record of the activities that occur at a Temporary Debris Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. CTC, INC. can provide a wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.

10. Site Closure

A site closure plan will be developed and address the removal of all debris and debris reduction by-products, haul roads and dump pads, security fencing, office trailers, portable toilets and hand wash stations, Inspection Towers. Sampling of soil and groundwater will be taken as required and compared to the baseline data gathered. Each site will be returned to its original condition, or as may be desired, and approved by, the property owner and your local government representative.

VEHICLE INSPECTION TOWER INFO

Inspection towers are provided as per contract guidelines. The cost of these towers is a part of our proposal and costs to be absorbed by the company. Towers are built and provided at the various selected temporary debris sites/locations designated by the Site-Specific Management Plan (SSSP).

Tower construction is as follows:

- The frame and body of the inspection tower is constructed with pressure treated wood.
- The floor is an 8"x 8" area, elevated 10 feet above a leveled ground area.
- All towers are constructed of 2"x 8" joists, 16" O.C. with ¾ inch plywood supported by 6"x 6" posts. A 4-foot-high wall constructed of 2"x 4" studs, and ½ inch plywood protects the perimeter of the floor area.
- The floor shall be covered with a solid roof. The roof will provide 7 feet of headroom below the support beams. The tower will be adequately anchored and wooden steps with handrails will be constructed to provide access.
- A worktable, 4' x 2 ½' x ¾ inch plywood supported at all four corners will also be built.
- A temporary mechanical lift may be used until a fixed inspection tower is constructed.





DEBRIS REMOVAL GUIDELINES

Separating Your Debris

Debris should be placed curbside, without blocking the roadway or storm drains.

NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.

DEBRIS SEPARATION
Separate debris into the six categories shown below.

DO NOT STACK OR LEAN
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.

UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.



Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.



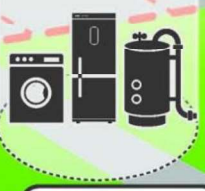
VEGETATIVE DEBRIS

- Leaves (do not put in bags)
- Logs
- Plants
- Tree branches



CONSTRUCTION & DEMOLITION DEBRIS

- Building materials
- Carpet
- Drywall
- Furniture
- Lumber
- Mattresses
- Plumbing



APPLIANCES & WHITE GOODS

- Air conditioners
- Dishwashers
- Freezers
- Refrigerators
- Stoves
- Washers, dryers
- Water heaters



ELECTRONICS

- Computers
- Radios
- Stereos
- Televisions
- Other devices with a cord



HOUSEHOLD HAZARDOUS WASTE

- Cleaning supplies
- Batteries
- Lawn chemicals
- Oils
- Oil-based paints and stains
- Pesticides

Debris removal guidelines

In efforts to expedite the debris removal process, the city has asked that we follow these rules.

Placing debris **near or on trees, poles or other structures** makes removal difficult. This includes fire hydrants and meters.

Debris separation

The city has asked that debris be separated into the **six categories**, shown below.

Electronics:

Television, computer, stereo, phone, DVD player

Large appliances:

Refrigerator, washer/dryer, air conditioner, stove, water heater, dishwasher

Do not leave doors **unsealed or unsecured**

Hazardous waste:

Oil, battery, pesticide, paint, cleaning supplies, compressed gas

Vegetative debris:

Tree branches, leaves, logs, plants

Construction debris:

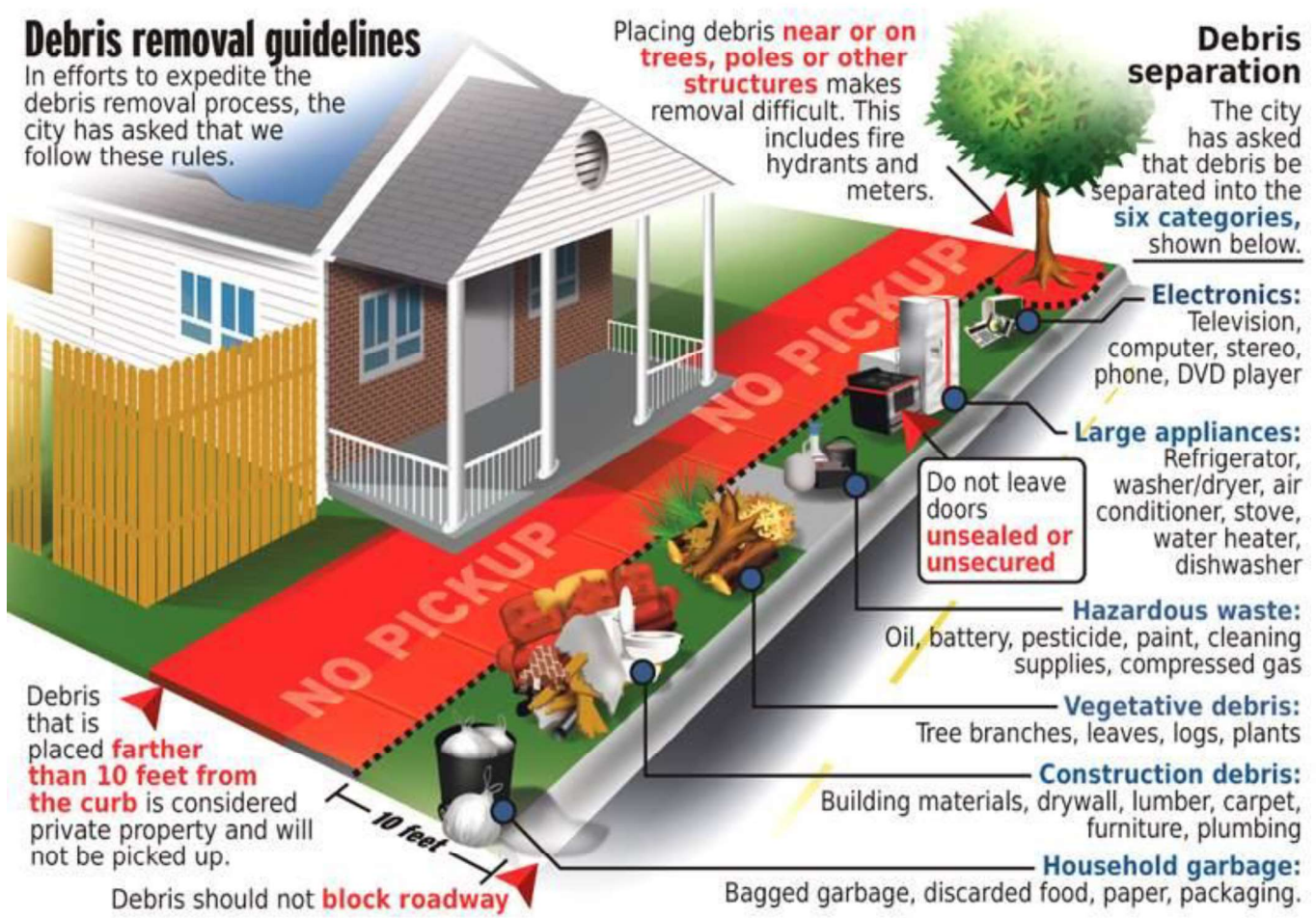
Building materials, drywall, lumber, carpet, furniture, plumbing

Household garbage:

Bagged garbage, discarded food, paper, packaging.

Debris that is placed **farther than 10 feet from the curb** is considered private property and will not be picked up.

Debris should not **block roadway**





FIRM OVERVIEW

SUMMARY

CTC Disaster Response, Inc. is experienced in all aspects of debris response, recovery, and management.

- Founded in 1999
- Incorporated in Kansas in 2001
- FEIN: 48-1245968
- DUNS: 141755772
- E-Verify: 588603
- Cage Code: 30CP1
- Within the last 5 years CTC has not been involved in any litigation as a defendant pertaining to debris removal.
- CTC has had no license sanctions.
- CTC has not ever filed for bankruptcy.
- CTC is not currently, nor has ever been disbarred from debris removal operations.
- CTC has never defaulted on a contract, been terminated, or failed to complete any work awarded.



REIMBURSEMENT KNOWLEDGE AND EXPERIENCE

CTC's team has worked with many states, counties, cities, and monitoring firms to ensure the maximum reimbursement possible. Guidelines for debris removal procedures are clearly defined in the FEMA 325 manual, and each member of our team has familiarized themselves with those guidelines. In most large disaster reimbursement related situations, the municipality will enter into a contract with a debris monitoring firm.

However, they have the option to monitor the project themselves, in which they will be assisted by our qualified FEMA specialists. If the City of Florida City chooses to monitor the project themselves, CTC will provide:

- Training in FEMA's Debris Management Guide
- Training in FEMA's Public Assistance Program and Policy Guide (PAPPG)
- Placards for Equipment
- Seven Piece Carbon Copy Load Tickets
- Truck Certification Forms
- Force Account and Equipment Forms
- Proper Personal Protective Equipment
- Global Positioning Systems
- Digital Cameras
- Daily Reports
- Adequate personnel for data entry/documentation

With CTC's experience on 150+ FEMA reimbursed projects our process and procedures are implemented in a way that the Applicant's federal reimbursement is maximized. CTC understands the rules, regulations and policies required to meet FEMA guidelines.



PAST PERFORMANCE, LIST OF WORK IN PROGRESS, & LIST OF AWARDED CONTRACTS

STATE	CLIENT	CONTRACT	DISASTER	CY/TONS	DATE	CONTRACT AMOUNT	CONTACT
GA	Jasper County	Debris Removal Tree Removal and Trimming	Tornado	126,593	7/9/23	1,054,409	Mike Benton 126 West Greene Street Monticello, GA 31064 (706) 468-4900 x310 mbenton@jaspercountyga.org
TX	City of Hutto	Debris Removal And Disposal, Tree Removal & Trimming	Ice Storm	13,592	5/11/23	163,790	Richard Rodriguez 500 W. Live oak Street Hutto, TX 78634 (512) 621-9936 richardrodriguez@huttotx.gov
IN	Board of Park Commissioners of City of Fort Wayne	152 Trees and Stump Removal	City Three Quadrant Tree and Stump Removal	NA	4/25/2023	161,922	Derek Veit 1900 N Clinton St. Fort Wayne, IN 46805 (260) 427-6400 Derek.veit@cityoffortwayne.org
TX	City of Taylor	Debris Removal	Ice Storm	765,717	3/25/2023	4,794,881	Jim Gray 1424 N Main St. Taylor, TX 76574 (512) 352-5818 Jim.gray@taylortx.gov
FL	Seminole County Public Schools	Vegetative Debris Removal and Disposal	Hurricane Ian		9/20/2022	\$2,944,410	Chris Breeze 400 E Lake Mary Blvd. Sanford, FL 32773 (407) 320-7453 breexecz@scps.k12.fl.us
FL	FLDOT	Initial Road Push	Hurricane Ian and Nicole DR-4673 / D-4630		9/2/2022 11/20/2022	\$341,715	Steven Kelly 801 N Broadway Ave. Bartow, FL 33803 (863)519-2762 stevenkelly@dot.st.fl.us
TN	Humphreys County	Flood Related Debris Removal	Flood	3,334 Tons	05/11/22	\$296,753	Jessie Wallace 102 Thompson St. Waverly, TN 37185 (931) 296-7795 jwallace@humphreystn.com
TN	City of Waverly	Storm Debris Removal	Flood	17,000 Tons	05/05/22	\$1,351,500	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 csburket@yahoo.com



LA	New Orleans Park IMP. ASSN.	Debris Removal	Hurricane Ida DR-4611		09/19/21	\$775,774	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 khemel@nocp.org
MS	Warren County	Debris Removal and Disposal	Sever Winter Storm	19,777 CY	04/12/21	\$317,047	John Elfer 913 Jackson St. Vicksburg, MS 39183 (601) 636-1544 johnel@co.warren.ms.us
MS	City of Waveland	Emergency Debris Disposal	Hurricane Zeta DR-4576	216,689 CY	03/20/21	\$1,864,747	Mickey Lagasse 301 Coleman Ave. Waveland, MS 39576 (228) 467-4134 mickey.lagasse1990@outlook.com
OK	City of Oklahoma City - Public Works	Emergency Street Access Tree & Debris Removal	Severe Winter Storm DR-4575	13,799 Tons	02/14/21	\$1,220,524	Derek Johnson 1621 S Portland Ave. Oklahoma City, OK 73108 (405)297-1517 derek.johnson@okc.gov
OK	City of Oklahoma City - Utilities	Debris Removal	Severe Winter Storm DR-4575	56,827 Tons	02/13/21	\$5,026,386	Don Maisch 420 W Main St. Ste. 5 Oklahoma City, OK 73102 (405)297-3140 don.maisch@okc.gov
OK	City of the Village	Debris Removal	Severe Winter Storm DR-4575	33,227 CY	12/15/20	\$262,511	Bruce Stone 2304 Manchester Dr. The Village, OK 73120 (405)529-0000, bruce_stone@thevillageok.org
CO	City of Boulder	Post Disaster Debris Collection	September Snowstorm Non declared	52,331 CY	11/25/20	\$752,659	Jeff Haley 1777 Broadway Boulder, CO 80302 (303) 413-7233 haleyj@bouldercolorado.gov



LA	New Orleans Park IMP. ASSN.	Debris Removal	Tropical Storm Zeta EM-3549		11/09/20	\$208,768	Keith Hemel 1 Palm Dr. New Orleans, LA 70124 (504) 483-9492 khemel@nocp.org
FL	University of West Florida	Disaster Debris Removal	Hurricane Sally DR-4564	8,245 CY	10/26/20	\$555,335	Phillip Etheridge 11000 University Pkwy. Pensacola, FL 32514 (850) 390-3935 petheridge@uwf.edu
IA	City of Bertram	Vegetative Debris Removal & Disposal	Derecho DR-4557	20,399 CY	10/20/20	\$222,274	Dave Hunt (563) 920-2870 Dhunt2003@gamil.com
IA	City of Madrid	Debris Removal & Disposal	Derecho DR-4557	1,785 CY	10/17/20	\$36,063	Tom Brown 304 S Water St. Madrid, IA 50156 (515) 795-3930, mayor@madridiowa.org
IA	Tama County Conservation Board	Debris Removal, Reduction & Disposal	Derecho DR-4557	2,565 CY	10/10/20	\$109,804	Stephen Mayne 2283 Park Rd. Toledo, IA 52342 (641) 484-2231 tccb@tamacounty.org
IA	City of Toledo	Debris Removal, Reduction & Disposal	Derecho DR-4557	45,312 CY	10/04/20	\$468,016	Brian Sokol 1007 S Prospect Dr. Toledo, IA 52342 (641) 484-2160 mayor@toledoia.gov
IA	City of Gladbrook	Debris Removal, Reduction & Disposal	Derecho DR-4557	15,521 CY	10/03/20	\$185,571	319 2 nd St. Gladbrook, IA 50635 (641) 473-2582



IA	City of Tama	Debris Removal, Reduction & Disposal	Derecho DR-4557	169,609 CY	09/29/20	\$1,447,556	Alyssa Hoskey 305 Siegel St. Tama, IA 52339 (641) 484-3822
TX	Willacy County	Debris Removal	Hurricane Hanna EM-3530	2,006 CY	09/15/20	\$13,641	Frank Tomes (956) 689-5456 willems@prontonet.net
TX	City of Raymondville	Debris Removal	Hurricane Hanna EM-3530	42,327 CY	09/15/20	\$262,831	Gilbert Gonzales 142 S 7 th St. Raymondville, TX 78580 (956) 689-2443 ext 1408 mayor@raymondvilletx.us
MS	City of Corinth	Storm Debris Removal & Disposal		181,461 CY	06/19/20	\$1,955,762	Clayton Mills (662) 415-0855 cm_@bellsouth.net
MS	Lee County	Debris Removal	Tropical Storm Olga	138,770 CY	06/01/20	\$2,850,608	Lee Bowdry P.O. Box 1785 Tupelo, MS 38802 (662) 432-2950, lbowdry@co.lee.ms.us
TN	Wilson County	Debris Clearance, Removal & Disposal	Tornado	35,400 CY	06/01/20	\$650,971	Aaron Maynard 228 E Main St. Lebanon, TN 37087 (615) 443-2630 maynarda@wilsoncountyttn.gov
TN	Putnam County	Debris Clearance, Removal & Disposal	Tornado	76,521 CY	05/01/20	\$728,690	Randy Porter 300 E Spring St. Cookeville, TN 38501 (931) 526-2161 randy.porter@putnamcountyttn.gov



TN	City of Cookeville	Debris Clearance, Removal & Disposal	Tornado	45,606 CY	05/01/20	\$446,716	James Mills 45 E Broad St. Cookeville, TN 38501 (931) 520-5241 jam@cookeville-tn.gov
TN	City of Waverly	Debris Removal	Tropical Storm Olga	22,558 CY	04/03/20	\$200,631	Corey Burket 210 Pearson Ave. Waverly, TN 66871 (931) 296-2101 csburket@yahoo.com
KS	Douglas County Public Works	Tornado Disaster Debris Removal			09/01/19	\$144,997	Chad Voigt 3755 E 25 th St. Lawrence, KS 66046 (785) 832-5293 cvoigt@douglascountyks.org
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal			06/01/19	Varies	Michelle Distler / Steve Bialek 11110 Johnson Dr. Shawnee, KS 66203 (913) 634-5883 mdistle@cityofshawnee.org
NC	Carteret County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	49,861 CY	03/13/19	\$353,340	Randy Cantor 3820 Bridges St. Ste. D Morehead City, NC 28557 (252) 728-8545 randy.cantor@carteretcountync.gov
NC	Pamlico County	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	98,278 CY	02/25/19	\$847,214	Tim Buck 302 Main St. Bayboro, NC 28515 (252) 745-3133 tim.buck@pamlicocounty.org
NC	Town of Hope Mills	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	8,479 CY	02/05/19	\$65,288	Don Sisko 5770 Rockfish Rd. Hope Mills, NC 28348 (910) 429-3384 dsisko@townofhopemills.com



NC	Town of Belville	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	47,735 CY	12/11/18	\$345,365	Athina Williams 63 River Rd. Belville, NC 28451 (910) 371-2456 townadministrator@townofbelville.com
FL	Broward County Schools	Debris Removal & Disposal			11/30/18	\$1,491,665	Mary C Coker 600 SE Third Ave. Ft. Lauderdale, FL 33301 (754) 321-0505 mary.coker@browardschools.com
NC	Town of Cape Carteret	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	87,698 CY	11/19/18	\$566,344	Zach Steffey 102 Dolphin St. Cape Carteret, NC 28584 (252) 393-8483 zsteffey@capecarteret.org
NC	Town of Carolina Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	60,598 CY	11/15/18	\$339,387	Brian Stanberry 1121 N Lake Park Blvd. Carolina Beach, NC 28428 (910) 458-8291 brian.stanberry@carolinabeach.org
NC	Wayne County	Debris Removal	Hurricane Florence DR-4393	49 CY	11/13/18	\$3,624	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 noelle.woods@waynegov.com
NC	Town of Beaufort	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	48,470 CY	11/05/18	\$372,332	Mark Eakes 701 Front St. Beaufort, NC 28516 (252) 904-6477 m.eakes@beaufortnc.org
NC	Town of Cedar Point	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	46,007 CY	11/01/18	\$287,926	Jayne Calhoun 427 Sherwood Ave. Cedar Point, NC 28584 (252) 393-7898 jcalhoun@cedarpointnc.org



NC	Town of Wrightsville Beach	Vegetative & C&D Debris Removal	Hurricane Florence DR-4393	9,895 CY	10/26/18	\$121,579	Tim Owens 321 Causeway Dr. Wrightsville Beach, NC 28480 (910) 239-1700 towens@towb.org
TN	City of Memphis	Emergency Storm Debris Removal			06/30/18	\$136,632	Barry Levine (901) 237-2805
FL	South Broward Drainage District	Debris Removal & Disposal	Hurricane Irma DR-4337	1,110 CY	03/15/18	\$193,442	Kevin Hart 6591 SW 160 Ave. Southwest Ranches, FL 33331 (954) 680-3337 x208 kevin@sbdd.org
FL	Town of Bay Harbor Islands	Debris Removal & Disposal	Hurricane Irma DR-4337	7,769 CY	10/19/17	\$167,467	Jordan Leonard 9665 Bay Harbor Islands Bay Harbor Islands, FL 33154 (305) 206-8497 jwlmiami@yahoo.com
FL	City of West Park	Debris Removal & Disposal	Hurricane Irma DR-4337	3,207 CY	09/16/17	\$30,000	Dan Millien 1965 S State Rd. 7 West Park, FL 33023 (954) 964-0824 dmillien@cityofwestpark.org
NC	Wayne County	Debris Removal & Disposal	Hurricane Matthew DR-4285		11/14/16	\$28,072	Noelle Woods 224 E Walnut St. Goldsboro, NC 27530 (919) 705-1714 noelle.woods@waynegov.com
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services			09/22/16	\$225,439	Tom Hammer 200 SE 7 th St. Topeka, KS 66603 (785) 251-2663



NC	City of Goldsboro	Vegetative Debris Removal	Hurricane Matthew DR-4285		08/04/16	\$112,576	Tracy Barber (919) 580-4393
CO	City of Boulder	Emergency Tree & Debris Removal			05/31/16	\$420,710	1777 Broadway Boulder, CO 80302 (303) 441-3230 purchasing@bouldercolorado.gov
IL	City of Quincy	Storm Damaged Tree Removal & Trimming			10/01/15	\$275,400	Jon Vrandenburg 730 Maine St. Quincy, IL 62301 (217) 257-9380
TN	City of Cookeville	Grinding & Disposal of Vegetative Debris	Winter Storm Pandora DR-4211	45,000 CY	7/2015	\$132,500	Greg Brown 1115 E. Spring St. Cookeville, TN 38501 (931) 520-5247
TN	White County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pandora DR-4211	135,000 CY	5/2015	\$1,500,000	Clay Parker 268 Medic Dr. Sparta, TN 38583 (931) 837-2110
TN	Fentress County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pandora DR-4211	85,000 CY	4/2015	\$2,300,000	Michael J. Cross P.O. Box 1128 Jamestown, TN 38556 (931) 879-7713
GA	Jenkins County	Load & Haul Vegetative Debris Reduction by Grinding TDSRS Management	Winter Storm Pax DR-4165	54,000 CY	7/2014	\$825,000	Grady Lane P.O. Box 797 Millen, GA 30442 (478) 982-2563



SC	DOT	Lean & Hanger Load & Haul Vegetative Debris Reduction by Grinding	Winter Storm Pax DR-4166	107,859 CY	2/2014	\$1,050,000	Henry Scharber Carolina Contracting Solutions 1318 SC-61 Ridgeville, SC 29472 (843) 821-4496
SC	Dorchester County	Lean & Hanger Load & Haul Vegetative Debris	Winter Storm Pax DR-4166	7,200 Trees	2/2014	\$275,000	Crowder Gulf 5436 Business Parkway Theodore, AL 36582 (800) 992-6207
SC	Barnwell County	Initial Push Road Clearance	Winter Storm Pax DR-4166	N/A	2/2014	\$18,000	Curtis Hogg Public Works 48 Ammie Ave. Barnwell, SC 29812 (803) 541-1110
SC	Aiken County	Initial Push Road Clearance	Winter Storm Pax DR-4166	N/A	2/2014	\$8,000	
OK	City of Moore	Load & Haul Vegetative & C&D Debris White Goods Segregation	Tornado DR-4117	14,059 Tons	5/2013		Steve Shaun Silverstar Construction 2401 S. Broadway St. Moore, OK 73160 (405) 793-1725
NJ	Township of Seaside US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	105,000 CY	10/2012	\$1,200,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Brick US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	75,000 CY	10/2012	\$900,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480



NJ	Township of Lakewood US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	65,000 CY	10/2012	\$785,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NJ	Township of Toms River US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris	Hurricane Sandy DR-4086	85,000 CY	10/2012	\$1,015,000	Jack Smith Eagle Environmental 18369 Petroleum Dr. Baton Rouge, LA 70809 (985) 518-7480
NY	Rockaway US Army Corp of Engineers	Long Haul Trucking	Hurricane Sandy DR-4085	42,000 Tons	10/2012	\$1,425,000	Louis Perez Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
NY	Long Island US Army Corp of Engineers	Long Haul Trucking	Hurricane Sandy DR-4085	33,000 Tons	10/2012	\$1,100,000	Louis Perez Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
LA	City of New Orleans East US Army Corp of Engineers	Removal of Vegetative Debris from L1011 Levee System	Hurricane Isaac DR-4080	120,000 CY	9/2012	\$1,600,000	Jeremiah Stockwell Environmental Chemical Corporation 1240 Bayshore Hwy. Burlingame, CA 94010 (650) 347-1555
AL	Tallapoosa County US Army Corp of Engineers	Load & Haul Vegetative & C&D Debris White Goods HHW - Segregation Stump Extraction Reduction by Grinding	Tornado DR-1971	115,000 CY	4/2011	\$1,200,000	Phillips & Jordan



REFERENCES

Client	Disaster Description	Contact
City of The Village	Ice Storm	Bruce Stone
2304 Manchester Dr.	Debris Removal	(405) 751-8861
The Villages, OK 73120		bruce_stone@thevillageok.org
Wilson County, TN	Tornado	Aaron Mayard
228 East Main St.	Debris Clearance, Removal &	(615) 443-2630
Lebanon, TN 37088	Disposal	maynarda@wilsoncountyttn.gov
City of Waverly, TN	Hurricane	Corey Burket
101 East Main St.	Debris Clearance & Removal	(931) 296-2101
Waverly, TN 37105		csburket@yahoo.com
Lee County, MS	Hurricane	Lee Bowdry
200 West Jefferson Street	Debris Removal	(662) 432-2950
Tupelo, MS 38802		lbowdry@co.lee.ms.us
Putnam County, TN	Tornado	Randy Porter
300 E Spring St.	Debris Clearance, Removal &	(931) 526-2161
Cookeville, TN 38501	Disposal	randy.porter@putnamcountyttn.gov
City of Cookeville, TN	Tornado	James Mills
1115 E Spring St.	Debris Clearance, Removal &	(931) 520-5241
Cookeville, TN 38501	Disposal	jam@cookeville-tn.gov
City Corinth, MS	Debris Removal & Disposal	Clayton Mills
300 Childs Street		(662) 415-0855
Corinth, MS 38834		cm_@bellsouth.net
Douglas County, KS	Debris Removal	Keith Browning
3755 E 25th St.		(785) 832-5293
Lawrence, KS 66046		kbrowning@douglascountyks.org
Town of Cape Carteret, NC	Hurricane	Zach Steffey
102 Dolphin St.	Debris Clearing & Removal	(252) 393-8483
Cape Carteret, NC 28584		zsteffey@capecarteret.org



Client	Disaster Description	Contact
Town of Cedar Point, NC	Hurricane	Jayne Calhoun
427 Sherwood Avenue	Debris Clearing & Removal	(252) 393-7898
Cedar Point, NC 28584		jcalhoun@cedarpointnc.org
Client	Disaster Description	Contact
Carteret County, NC	Hurricane	Randy Carter
302 Courthouse Square	Debris Clearing & Removal	(252) 728-8545
Beaufort, NC 28516		randy.cantor@carteretcountync.gov
Pamlico County, NC	Hurricane	Tim Buck
302 Main St.	Debris Clearing & Removal	(252) 745-3133
Bayboro, NC 28515		tim.buck@pamlicocounty.org
South Broward Fl Drainage District	Hurricane	Kevin Hart
6591 SW 160th Avenue	Debris Clearing & Removal	(954) 680-3337 x206
Southwest Ranches, FL 33331		kevin@sbdd.org
City of West Park, FL	Hurricane	Dan Millien
1965 S. State Rd 7	Debris Clearing & Removal	(954) 889-4162
West Park, FL 33023		dmillien@cityofwestpark.org
Town of Bay Harbor Island, FL	Hurricane	Jordan Leonard
9665 Bay Harbor Terrace	Debris Clearing & Removal	(305) 206-8497
Bay Harbor Islands, FL 33154		jleonard@bayharborislands-fl.gov
School Board of Broward County, FL	Hurricane	Ron Eggenberger
7720 West Oakland Park Blvd	Debris Clearing & Removal	(754) 321-4317
Sunrise, FL 33351		ronald.eggerberger@browardschools.com
City of Lawrence, KS	Tree Trimming, Tree & Debris Removal	Crystal Miles
6 East 6th Street	Removal	(785) 832-7970
Lawrence, KS 66044		cmiles@lawrenceks.org
City of Shawnee, KS	Tree Trimming, Tree & Debris Removal	Kevin Taylor
1110 Johnson Drive	Removal	(913) 631-2500
Shawnee, KS 66203		ktaylor@cityofshawnee.org
City of North Kansas City, MO	Tree Trimming, Tree & Debris Removal	Chris Cooper
2010 Howell St.	Removal	(816) 274-6004
North Kansas City, MO 64116		ccooper@nkc.org



MANAGEMENT OVERVIEW

TRAINING AND CERTIFICATIONS

- ISA Certified Arborist – Greg Gathers, Shannon Adler
- FDOT Intermediate Maintenance of Traffic Control Certificate – Greg Gathers, Jeremy Britton
- OSHA 30 Hour Safety – Greg Gathers, Jeremy Britton, Shannon Adler
- CPR & First Aid Certified – Greg Gathers, Jeremy Britton, Maura Gathers, Shannon Adler, Johnny Osborne
- Debris Management Training at NHC – Greg Gathers, Jeremy Britton
- EMI Debris Management Course – Greg Gathers, Jeremy Britton
- USACE Certificate, Construction Quality Management for Contractors – Johnny Osborne
- US Homeland Security TWIC Certificate – Johnny Osborne
- TEEEX, Disaster Preparedness & Management, Operations and Planning for all-Hazard Events Cert. – Johnny Osborne
- IS-100 – Maura Gathers, Johnny Osborne
- IS-125 – Greg Gathers, Jeremy Britton,
- IS-200 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-253 – Greg Gathers, Jeremy Britton, Maura Gathers,
- IS-632 – Intro to Debris Operations – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne, Jack Cohagen
- IS-633 – Johnny Osborne
- IS-634 – Intro into FEMA’s Public Assistance – Greg Gathers, Jeremy Britton, Maura Gathers, Jack Cohagen
- IS-700 – NIMS – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne
- IS-800 – Greg Gathers, Jeremy Britton, Maura Gathers, Johnny Osborne

Greg Gathers

- President/Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- 21 years’ experience as an arborist
- Supervised crews on over 100 government contracts

Jeremy Britton

- Chief Operating Officer
- Supervised crews on over 100 government contracts

Sean Kennedy, CPA

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls



Maura Gathers

- Vice President of Business Development
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ years' managerial experience
- 13+ years' experience in sales and client relations
- Directions in Organizational Leadership Certification (Washburn University School of Business)

Johnny Osborne

- Project Manager
- 15 years' experience in the debris management industry
- Business Administration, University of South Alabama
- SC Law Enforcement Division SLED Level 1, 2 & 3

Shannon Adler

- Project Manager
- Associate of Business, Lone Star College
- 15 years' experience in debris management / monitoring industry
- 20+ years managerial experience

GREG GATHERS

President/Owner

PROFILE

- 24 Years' experience Tree Care and Disaster Response
- Managed over 150 disaster events in 27 states as a prime contractor.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

CONTACT

PHONE:
785-221-7550

ADDRESS:
3722 SW Spring Creek Ln.
Topeka, KS 66610

EMAIL:
ggathers@ctcdiaster.com

EDUCATION

Kansas State University – Bachelor of Science in Agriculture

International Society of Arboriculture – Certified Arborist

EMI Debris Management Certification

NIMS Certification

OSHA Certification

WORK EXPERIENCE

CTC Disaster Response, Inc. - President/Owner

1999–Present

- Oversees all company operations.
- Provides strategic direction to the business.
- Manage senior staff.
- Debris management planning and training
- Client liaison before, during and after disaster events

SKILLS

Project Manager
Skilled Communicator
Organization Skills

JEREMY BRITTON

Chief Operating Officer

PROFILE

- 20 Years' experience as COO
- Managed over 150 disaster events in 27 states as a prime contractor.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations
- Extensive experience in project management with emphasis on Temporary Debris Site (TDS) operations

CONTACT

PHONE:
256-749-4886

ADDRESS:
1880 Radio Road
Alexander City, AL 35010

EMAIL:
jbritton@ctcdiaster.com

EDUCATION

Central Alabama Community College – Associate Degree in Business

EMI Debris Management Certification

NIMS Certification

OSHA Certification

WORK EXPERIENCE

CTC Disaster Response, Inc. Chief Operating Officer (COO)
2018–Present

- Responsible for day-to-day operations
- Debris management planning and training
- Client liaison before, during and after disaster events
- Manages subcontractors during disaster events.

AAA General Contractors, Inc. Owner
1992–Present

- Oversee company operations.
- Resource management
- Quality Control

SKILLS

Project Manager
Skilled Communicator
Strong Managerial Skills
Heavy Equipment Operator
Licensed General Contractor in Alabama

JOHNNY OSBORNE

Project Manager

PROFILE

- 15 Years' experience in debris management & disaster response
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

CONTACT

PHONE:
785-221-7550

ADDRESS:
3722 SW Spring Creek Ln.
Topeka, KS 66610

EMAIL:
josborne@ctcdiaster.com

EDUCATION

University of South Alabama – Criminal Justice

NIMS Certification

OSHA Certification

FEMA Certification

U.S. Homeland Security TWIC

WORK EXPERIENCE

CTC Disaster Response, Inc. – Project Manager

2022-Present

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- Client relations

Rostan Solutions, LLC. – Project Manager / Client Service Manager

2019-2022

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- New business development

Ashbritt Inc. – Project Manager

2013-2019

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training

SKILLS

Quality Control
CPR, First Aid & AED certified

SHANNON ADLER

Project Manager

PROFILE

- 15 Years' experience in debris management, debris monitoring & disaster response.
- Committed to providing debris management services following FEMA regulations to ensure client reimbursement is to the maximum allowed.
- Knowledgeable in all aspects of debris response and recovery operations

CONTACT

PHONE:
210-305-2790

ADDRESS:
7007 Genesis Cove Ct
Spring, TX 77379

EMAIL:
sadler@ctcdiaster.com

EDUCATION

Lonestar College – Associate Business Degree

Certified Arborist

NIMS Certification

OSHA Certification

WORK EXPERIENCE

CTC Disaster Response, Inc. – Project Manager
2022-Present

- Oversees project operations.
- Debris site management
- Assigns operational personnel, including subcontractors
- Debris management planning and training
- Client relations

Arbor Masters – Project Manager
2019-2022

- Oversee project operations.
- Debris site management
- Assign operational personnel, including subcontractors.
- Debris management planning and training

Tetra Tech, Inc. – Project Manager
2008-2018

- Oversee project operations.
- Client relations
- Debris monitoring management.
- Assigns operational personnel.
- Debris management planning and training

SKILLS

Quality Control
CPR, First Aid & AED certified



PROJECT RESOURCES

SUBCONTRACTING PLAN

INTRODUCTION:

CTC maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies and mutual trust exists between us.

CTC is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications as MWBE, SBE, 8A, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

SUBCONTRACTING PLAN AND UTILIZATION:

CTC will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal, and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDS, hauling of debris to final disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their area's cleanup requirements.

CTC will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty-five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC will operate with our specialized and trained reduction personnel. CTC has commitment letters from contractors across all the continental United States.

SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.



All subcontractors are required to attend weekly tailgate meetings, sign CTC's drug-free workplace statement and to conform to all operating policies as set forth our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

PROPRIETARY INFORMATION:

A list of qualified, experienced, insured, prequalified subcontractors for your area is included in this proposal (If required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with the public.



LOCAL AND MINORITY PARTICIPATION

CTC fully complies with guidelines regarding Local and Minority Participation. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we can place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with several local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified M/WBE Contractors as are available and which provides updated information for this project.

CTC has committed minority contractors who have performed on CTC contracts over the past several years. We use the recommended channels to further investigate the availability, the experience, and the reputation of each local and/or minority contractor to serve the best interest of the contracting agency.

Due to the nature of the business, CTC relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.



OWNED AND LEASED EQUIPMENT

Description	Quantity
30' Barge Flat Deck	2
30,000# Track Excavator	6
35,000# Bulldozer	18
40' + Barge with Crane	4
45,000# Track Excavator	12
50,000# Bulldozer	10
55 Ft Bucket Truck	63
65,000# Track Excavator	18
AG Tractor with Attachment	9
Air Curtain Destructor	1
Bandit 4680 Horizontal Grinder	2
Beach Sand Screen	1
Chipper	1
Command Center	1
Debris Trailer	2
Dump Trucks	51
Fecon Mulcher	1
Feller Bunchers	9
Flatbed Trailer	6
GN Trailer	1
Grapple Attachment	2
Grinder	1
Horizontal Grinder	6
Jarraf Tree Trimmer	5
Loader Tractor	1
Log Skidder	13
Lowboy Trailer	1
Merlo Tree Removal Machine	1
Mini Skid Loader	1
Mixer Truck	5
Mulching Head	1
Off Road Truck	2
Pallet Forks	1
Pickup	8
Pumper Truck	1
RGN Lowboys	14



Description	Quantity
Road Grader	1
Road Tractor	40
Rollout Bucket	1
Rotary Mower	1
Self-Loading Truck	204
Semi-Truck	2
Skid Steer	36
Step Deck Trailer	3
Stump Grinder	6
Support Boat	4
Support Vehicle	37
Trailer Mount Loader with Saw Bucks	3
Travel Trailer	1
Tub Grinder	2
UTV	2
Versa Handler	6
Walking Floor Trailer	31
Water Truck	6
Wheel Loader	19
Whole Tree Chipper	2
Wood Screw	1



SAFETY INFORMATION

SAFETY AND QUALITY CONTROL PLAN

Accident Prevention:

For the protection and safety of all employees, CTC has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will be worn at all times.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.
- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.



- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Quality Control Plan:

If required, CTC can have a Certified Arborist on site to ensure the quality of work performed by all CTC employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture

K.A.A. – Kansas Arborists Association

T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and the quality of work performed is attained. CTC will meet with the client’s representative for a quality check on completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

Safety & Protection Plans & Submittals:

The following policies of CTC are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must follow safe practices at all times. All employees must accept and follow all rules of safety.

Whenever an employee finds an unsafe condition, they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees’ supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

CTC will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any



work hazards of which they might be aware. CTC will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or a member of management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods that prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

Basic Safety Accident & Protection Plans:

All Employees of CTC will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations.
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place when in operation.
- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

Safety Coordinators:

Greg Gathers (785) 221-7550

Jeremy Britton (256) 749-4886

Others TBD

One or all the Safety Coordinators listed above will be on site at all times and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.



ANSI Z133 Standard & Employee Understanding:

As an employee of CTC, you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborists.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, except where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of CTC.

Safety Rules – Accident Prevention:

For the protection and safety of all employees, CTC has established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- Proper footwear and clothing will be worn at all times.
- Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing(s).
- While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind-altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.
- Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.
- Do not operate any machine you are not familiar with or have not been trained on and authorized to use.
- Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
- Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.
- Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.
- Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric panels or traffic lanes.
- Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.



- Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.
- When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- Do not attempt to operate machinery for which you are not trained.
- Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.
- All work-related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.
- Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Personal Protective Equipment:

Hazard Assessment for Person Protective Equipment

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at CTC.

Tasks	Potential Hazards	Information Sources	PPE Required
Aerial lift operations	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard



Brush removal & chipping	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
Chain saw maintenance	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves
Chain saw Operation	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
Chipper Maintenance	Amputation, cuts, pinch points	Tailgate Session #60, ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves
Climbing	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
Driving	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
Hand Tool Use	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
Ladder Use	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses



Limb Removal for Take-Down	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
Limbing and Bucking	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
Use of mower, brush cutter, string trimmer	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection
Pesticide Handling & Application/Spraying & Spill cleanup	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
Pruning and Trimming	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses
Storm Work	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
Stump Grinding	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection



Traffic Control	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
Trailer Towing & Setup	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
Tree Take-Down	Barber chairs, conductors, cuts, struck-bys	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps

NOTE: the hazards in bold represent Musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness. Other hazards that apply to some/all of the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

Back Injury Prevention:

Causes of Back Injury

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

Lifting...

Large objects

Irregularly shaped objects



Over the shoulder

Twisting...

While feeding brush into the chipper

While positioning in a bucket or a tree

While dragging brush, reaching, using long poles

From sudden slips due to poor ground conditions

On slippery equipment in snow or rain

Jumping...

Off truck bed or out of truck cab

Over fences

Off ladders

Out of trees

Pulling...

Ropes hangers

Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore, your back-injury prevention program should focus on preventing strains and sprains.

Preventive measures

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.



The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

Be sure clear the travel path available if the weight is to be carried from one place to another.

Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.

- Make a preliminary lift to be sure the load can be safely handled.
- Place feet solidly on the walking surface.
- Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.
- Keep back as straight as possible. It may be far from vertical but should not be arched.
- Lift with the legs, not the back, keeping the weight as close to the body as possible.
- Use a second worker when necessary.

Stretching and exercises

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

CTC will provide you with information on simple, quick warm-up/stretchers that you can perform prior to heavy exertion.

Early Return to Work

CTC participates in an Early Return to Work Program with local providers closest to job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as that of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.



Disciplinary Procedures

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

- 1) Verbal counseling must be documented in the employee's personnel file.
- 2) Written warning-outlining nature of offense and necessary corrective action.
- 3) Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
- 4) Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

Accident Reporting & Investigation

It is the policy of CTC to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily responsible for conducting an investigation of all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents through the use of knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

Go to the scene of the accident at once.

Talk with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

Listen for clues in the conversations around you.



Encourage people to give their ideas for preventing a similar accident.

Study possible causes-unsafe conditions, unsafe practices.

Confer with interested persons about possible solutions

Write your accident report giving a complete accurate account of the accident.

Follow up to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

Publicize corrective action taken so that all may benefit from the experience.

Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.

Vehicle Accidents-What to do:

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration
- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

Non-Emergency Injuries

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment has been provided by local hospital, will be transferred to: TBD.



Emergency Action Plan

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulance, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone – if adequate service), two-way radio, hard line telephone or other acceptable means.

General Information

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

Responsibilities

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.
- Attend all fire training classes when assigned.



- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

Fire Emergency Plan

Keep Calm...Report all fires and smoke

Personnel have been assigned to:

Notify the fire department

- 1) For Emergency situation call 911.
- 2) For Non-Emergency situation call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)
- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fire with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two persons is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of fire fighting equipment
- Wait at the front entrance for the arrival of fire fighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

Hazard Communication

Name of Contact Person: Greg Gathers

Title: President – CTC Disaster Response, Inc.

Hazard Evaluation

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases CTC will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.



We will consider the following chemicals used in our business to be hazardous:

- Diesel Fuel
- Gasoline

Label & Other Forms of Warning

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

- We are permitted to post signs that convey the hazard information if there are a number of stationary containers in a given area, which have similar contents and hazards.
- We are not required to label portable containers, as long as the transferred chemical is for immediate use by the employee who made the transfer.
- We are not required to label pipes or piping systems.

Employee Training

It is the goal of CTC to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

Quality & Warranty of Work

CTC will provide service that meets and exceeds standards of excellence. The work done on all of our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.



Quality Control

Greg Gathers – President – CTC Disaster Response, Inc. shall be responsible for overseeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.



FORMS & ADDITIONAL INFORMATION

BONDING LETTER



FINANCIAL SURETY UNDERWRITERS, LLC

January 3, 2023

To Whom It May Concern

RE: CTC Disaster Response, Inc..

CTC Disaster Response, Inc. (CTC) has current potential bonding capacity with surety Atlantic Specialty Insurance Company (Atlantic Specialty) of up to \$20,000,000. Atlantic Specialty strongly recommends CTC for any project based on its knowledge of and experience with the company. This surety is rated A+ by A.M. Best. Bonding support for all Atlantic Specialty clients is conditioned on acceptable terms and conditions of contracts and bond forms and those clients continuing to meet annual underwriting parameters. Any arrangement for bonding is ultimately a matter between the Atlantic Specialty and CTC and we assume no liability to third parties if for any reason any bonds are not executed.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Gardner", is written over a horizontal line.

Mike Gardner
Account Executive/Licensed Agent

4956 SUGAR PIKE ROAD
CANTON, GA 30115
678-297-5566 FAX 678-297-0179

USACE CERTIFICATE

U.S. ARMY CORPS OF ENGINEERS

USACE LEARNING CENTER
HUNTSVILLE, ALABAMA




CERTIFICATE

Greg L. Gathers
NWK-06-18-0026

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

Location <u>Kansas City</u>	Training Date(s) <u>26 April 2018</u>	Instructional District/ NAVFAC <u>USACE</u>
Facilitator/Instructor <u>Brian Cates</u>	Email <u>Brian.E.Cates@usace.army.mil</u>	Telephone <u>816-389-3487</u>

BESTGENDALEA, United States of America
1231257302 Serial Number
COM-C Manager Contracting Management Center
CATES.BRIAN.EUGEN Contracting Management Center
E.S.N. 1141556130 Contracting Management Center

Facilitator/Instructor Signature *Brian E. Cates*

Chief, USACE Learning Center
Jeffrey D. Dziedzic
Jeffrey D. Dziedzic

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE
COM-C Recertification online course: <https://www.mymvlin.net>



CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173	CONTACT NAME: Deborah Connell PHONE (A/C No., Ext): 205-655-2128 FAX (A/C No.): 205-655-4895 E-MAIL ADDRESS: dconnell@bestinsgrp.com
INSURED CTC Disaster Response, Inc. 3722 Southwest Spring Creek Lane Topeka KS 66610-1221	INSURER(S) AFFORDING COVERAGE INSURER A : American Interstate Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 305039415 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	AWWCKS3157822023 AWWCKS3157822023	2/12/2023 2/12/2023	2/12/2024 2/12/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Officer/Members excluded from Work Comp: Maura Gathers
 Work Comp - Florida, Mississippi, Oklahoma, Oregon, Kansas, Georgia, North Carolina, Texas, Indiana.

CERTIFICATE HOLDER EVIDENCE OF INSURANCE FOR BIDDING PURPOSES ONLY. CTC DISASTER RESPONSE INC.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



W-9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Custom Tree Care, Inc.

2 Business name/disregarded entity name, if different from above
CTC Disaster Response, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6021 SW 29th St. PMB#130

6 City, state, and ZIP code
Topeka, KS 66614

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[][] - [][] - [][][][][][]

OR
Employer identification number
4 8 - 1 2 4 5 9 6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/20/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AFFIRMATIVE ACTION PLAN

Policy Statement

It is the policy of CTC that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designed in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted.

CTC, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Greg Gathers, President

CTC Disaster Response, Inc.

6021 SW 29th St. PMB #130

Topeka, KS 66614

(785) 478-9805



I. DESIGNATION OF LIAISON OFFICER

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- 1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts.
- 2) The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.
- 3) The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

- 1) Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
- 2) Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
- 3) Lack of interest in performing under specified contracts.
- 4) Lack of response when requested to bid.
- 5) Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

- 1) Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted;
- 2) Advertise in minority focused media concerning subcontract opportunities with the Company;
- 3) Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- 4) Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;



- 5) Waive requirements of performance bonds where it is practical to do so;
- 6) Attend pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company;
- 7) Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

- 1) CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.
- 2) CTC, Inc. will design its record keeping system to indicate:
- 3) The number of DBE subcontractors and suppliers used, including items of work, materials and services provided;
- 4) The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
- 5) Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies' projects;
- 6) CTC, Inc. shall comply with any governmental agencies requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORIES

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation, and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.



INDUSTRY ASSOCIATION MEMBERSHIPS

Current Industry Association Memberships

Arkansas Emergency Management Association

<http://www.arkansas-ema.org>

Better Business Bureau

<http://www.bbb.org>

Emergency Management Association of Texas

<http://www.emat-tx.org>

Florida Emergency Preparedness Association

<http://www.fepabeta.org>

International Association of Emergency Managers

<http://iaem.com>

International Society of Arboriculture

<http://www.isa-arbor.com>

Iowa Emergency Management Association

<http://iowaema.com>

Kansas Emergency Management Association

<http://www.kema.org>

Louisiana Emergency Preparedness Association

<http://lepa.org>

Missouri Emergency Management Association

<http://www.mo-ema.org>

National Emergency Management Association

<http://www.nemaweb.org>

North Carolina Emergency Management Association

<http://www.ncema.net>

Oklahoma Emergency Management Association

<http://www.oema.us>

South Carolina Emergency Management Association

<http://www.scemaonline.org>

Tree Care Industry Association

<http://tcia.org>

Virginia Emergency Management Association

<http://www.vemaweb.org>

LETTERS OF RECOMMENDATION



CITY OF THE VILLAGE

2304 MANCHESTER DR.
THE VILLAGE, OK 73120-3729
PHONE (405) 751-8861 V/TDD
FAX 748-7352 - EMAIL city_hall@thevillageok.org

OFFICE OF THE CITY MANAGER
BRUCE K. STONE

March 18, 2021

Lisa Johnson
Custom Tree Care, Inc.
6021 SW 29th Street, PMB 130
Topeka, KS 66614

Re: Letter of Recommendation

Dear Ms. Johnson:

It is my pleasure to offer this letter of recommendation for your company. Custom Tree Care performed storm debris removal services for the City of The Village after a devastating ice storm in October 2020. Your crews were extremely knowledgeable of FEMA requirements, had excellent equipment and did a professional job. Although we certainly would not be excited about cleaning up after another disaster, we would not hesitate to hire your company to get the job done.

Sincerely,


Bruce K. Stone,
City Manager

TOWN OF CEDAR POINT

Mayor
Scott Hatsell

Mayor Pro-Tem
Pam Castellano

Board of Commissioners
John M. Nash
Pam Castellano
David Winberry
Frankie Winberry



Town Administrator
Christopher D. Seaberg

Mailing Address
PO Box 1687
427 Sherwood Avenue
Swansboro, NC 28584
Phone: 252-393-7898

www.cedarpointnc.org

December 3, 2018

Mr. Greg Gathers
Custom Tree Care, Inc.
3722 SW Spring Creek Lane
Topeka, KS 66610

Dear Mr. Gathers

Hurricane Florence left the Town of Cedar Point considerably damaged, with significant amounts of debris, both vegetative and construction. Custom Tree Care, Inc. did a great job not only getting the debris cleaned up and hauled off, but in an orderly fashion.

We appreciate the dedication and professional service that the staff of Custom Tree Care provided to the Town of Cedar Point.

Sincerely,

A handwritten signature in cursive script that reads "Jayne Calhoun".

Jayne Calhoun
Town Clerk



Mayor David Fowler
Commissioner Steve Martin
Commissioner Mike King
Commissioner Charlie Evans



102 Dolphin Street
Cape Carteret, NC 28584

Mayor Pro Tem Minnie Truax
Commissioner Don Miller
Town Manager Zachary Steffey
Attorney Brett DeSelms

February 18, 2019

To Whom It May Concern:

Custom Tree Care was mobilized to the Town of Cape Carteret following Hurricane Florence to provide vegetative and C&D debris removal. We were pleased with the speed at which Custom Tree Care mobilized and their willingness to work with the Town to get the debris removed in an expeditious manner. Custom Tree Care demonstrated a commitment to making sure that the Town and our citizens were pleased with the debris removal process and they addressed all issues in a timely manner. We would recommend Custom Tree Care to any client looking for prompt and professional debris removal services.


Zachary Steffey
Town Manager

William Blair, III
Mayor

Elizabeth King
Alderman

Ken Dull
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

January 30, 2019

Greg Gathers
Custom Tree Care
6021 SW 29th Street, PMB 130
Topeka, Kansas PMB 130

Dear Mr. Gathers,

Custom Tree Care, Inc. did an outstanding job of clearing the Town of debris associated with Hurricane Florence. The response time was extremely fast and the work was completed quickly. Custom Tree Care Staff were accessible and easy to work with even during the busiest of times. All of the sub-contractors that worked on the job did a remarkable job given the limited space allowed to get the work done.

In addition, the Town originally thought that the services of Custom Tree Care, Inc. would be needed for assistance with the initial clearing of debris from roads. When called, Custom Tree Care, Inc. was prepared to respond quickly. I appreciate all of the hard work by Custom Tree Care, Inc. that allowed us to begin the recovery process. If needed, I would recommend Custom Tree Care, Inc. to other governmental entities for disaster recovery work.

Sincerely,

Timothy W. Owens
Town Manager



TOWN of BELVILLE

Incorporated 1977

63 River Road
Belville, NC 28451

Telephone (910) 371-2456
Fax (910) 371-2474

FEBRUARY 20, 2019

TO WHOM IT MAY CONCERN:

THE TOWN OF BELVILLE RECOMMENDS CUSTOM TREE CARE AS A REPUTABLE COMPANY THAT PERFORMS WITH EXCELLENCE. CUSTOM TREE CARE HAS CONDUCTED DEBRIS REMOVAL OPERATIONS FOR THE TOWN AFTER STORM EVENTS AND THEIR CREWS CONTINUE TO IMPRESS OUR STAFF WITH THEIR HIGH REGARD FOR SAFETY AND ACCOUNTABILITY WHILE COMPLETING THE TASKS THAT ARE ASSIGNED.

WE LOOK FORWARD TO A CONTINUED PARTNERSHIP WITH THEIR COMPANY TO ASSIST THE TOWN WITH THE RESPONSE AND RECOVERY PHASE OF NATURAL DISASTERS.

SINCERELY,

ATHINA WILLIAMS, TOWN ADMINISTRATOR

AW



WAYNE COUNTY
NORTH CAROLINA
Phone: (919) 731-1417
Fax (919) 731-1388

March 14, 2019

To Whom It May Concern:

It is my privilege to write this letter of reference for Custom Tree Care. We starting doing business with Custom Tree Care in 2016 and have been working with them ever since. I learned very quickly that the employees with Custom Tree Care are thoughtful, highly regarded and very good at what they do. They have earned the admiration of people that were fortunate enough to work with them.

I would recommend them for any debris removal project.

Sincerely,

A handwritten signature in black ink that reads "Noelle Woods".

Noelle Woods
Purchasing Manager
County of Wayne

THE GOOD LIFE. GROWN HERE.

WAYNE COUNTY FINANCE OFFICE
PO BOX 227
GOLDSBORO, NC 27533



City of Goldsboro
1601 Clingman Street
Goldsboro, NC 27533
919.734.8674
www.goldsboronc.gov

"Getting DIRTY so the City Can Shine!"



Letter of Reference

Greg,

I just wanted to pass on our thanks and appreciation for working with us and the citizens of Goldsboro during our recovery efforts after hurricane Matthew. Your staff was extremely accommodating and willing to work with us at every level to ensure debris was collected and removed as expediently as possible from within our City.

Your flexibility and willingness to continue to haul vegetative debris, even weeks after being awarded a separate contract to haul C & D debris, allowed us time to ensure all vegetative debris was collected and hauled away.

It was a pleasure doing business with you I would definitely recommend Custom Tree Care for future services.

Respectfully,

Richard E.A. Fletcher III
Interim Public Works Director
City of Goldsboro, NC



November 28, 2017

RE: **Recommendation Letter for Custom Tree Care, Inc.**

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

To whom it may concern:

It is with great pleasure that I write this letter of recommendation for Custom Tree Care, Inc. (CTC).

The Town contracted with CTC for Disaster Debris Management Services in June of this year at the beginning of Hurricane Season. Three months later, Hurricane Irma came through South Florida and the Town quickly called upon CTC for help. CTC arrived on site prior to the hurricane and remained on site until the cleanup was complete. Their crews began cutting up and cleaning up debris immediately following the storm and did not stop until the cleanup efforts were completed in less than 3 weeks. The debris was then grinded down and hauled off to the landfill, with the final load being hauled on October 17, 2017. Needless to say, CTC was remarkably responsive and thorough in completing post hurricane cleanup operations.

In addition to their incredible cleanup efforts, CTC and their staff are extremely knowledgeable with the FEMA guidelines and required documentation. They provided the Town with all of the documents required for federal assistance in a neat and orderly manner. During their first field visit, the FEMA representative received all of the information required and our request for reimbursement is currently being processed.

Greg and his crew at CTC are extremely professional, competent, courteous and are truly a pleasure to work with. Hiring CTC is, without question, the best decision that I have ever made.

If you need any additional information, please do not hesitate to contact me at 305-866-6241 or at jcjimenez@bayharborislands-fl.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "J.C. Jimenez".

J.C. Jimenez
Assistant Town Manager

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



SOUTH BROWARD DRAINAGE DISTRICT

March 19, 2018

To Whom It May Concern

RE: LETTER OF REFERENCE FOR CUSTOM TREE CARE, INC.

To Whom It May Concern:

Please be advised that Custom Tree Care, Inc. provided contract services to South Broward Drainage District (SBDD) for Hurricane Irma debris removal and disposal.

Custom Tree Care, Inc. assisted SBDD in the removal of Hurricane Irma debris (trees and vegetation) from within water bodies at approximately 100 locations throughout SBDD's jurisdictional boundaries. In addition, Custom Tree Care, Inc. loaded and hauled 1,110 Cubic Yards (CY) of stockpiled debris from SBDD's Disaster Debris Management Site (DDMS) to the Broward County landfill approximately 30 miles away.

Custom Tree Care, Inc. performed all of its work in accordance with the terms and conditions of the contract with SBDD.

If you have any questions or require any additional information regarding this letter of reference, please call.

Sincerely,

SOUTH BROWARD DRAINAGE DISTRICT

Kevin M. Hart, P.E., CFM
District Director



City of West Park
1965 South State Road 7
West Park, FL 33023
Phone: 954-989-2688
Fax: 954-989-2684

www.cityofwestpark.org

Eric H. Jones, Jr.
Mayor

...

Brian C. Johnson
Vice-Mayor

...

Felicia M. Brunson
Commissioner

...

Thomas W. Dorsett
Commissioner

...

Kristine Judeikis
Commissioner

...

W. Ajibola Balogun
Administrator

...

Alexandra Grant
Clerk

March 27, 2018

Subject: Custom Tree Care, Letter of Reference

To whom it may concern:

The subject vendor is currently one (1) of our contracted emergency debris collectors/haulers and played an instrumental part with our recovery during the Hurricane Irma event, here in Broward County, during fall of 2017. Their staff is responsive to our needs and professional while performing contracted duties. We hold no reservation as to recommending C.T.C. to fellow colleagues and plan to utilize their expertise in the near future.

If you have any question and/or concerns please contact me at 954-964-0284.

Sincerely,

Daniel Millien
Public Works Operations Manager



WITT|O'BRIEN'S
a SEACOR company

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

Witt O'Briens had the pleasure of working alongside Custom Tree Care, Inc. during between (date) to (date). During that time, our prime responsibility was to monitor, document and validate all debris activities performed by the contractors.

We found Custom Tree Care, Inc to be the most professional, and safety- minded contractor we have ever worked with.

They performed all required duties in a timely manner, utilizing the best maintained equipment for the purpose.

The required documentation provided to us exceeded what we have experienced in the past. Thereby, allowing the contracting agency to receiving federal, state and other compensation in a most expedient manner.

We feel that, although Custom Tree Care, Inc. may not be the largest or the oldest in the emergency recovery business they are by far one of the best in the business.

Therefore, we are happy to give a full recommendation on their services.

Please contact Ryan Booth at 251-509-6923 or rbooth@wittobriens.com for further information.

Sincerely,

Ryan Booth
Debris Operations Specialist
Witt O'Briens

818 Town & Country, Suite 200, Houston, TX 77024 20005 | t. +1 (281) 320-9796 f. +1 (281) 320-9700 | www.wittobriens.com



SUBMITTAL OF PRICE PROPOSAL



2812 S. Bus. Hwy 281, Edinburg, Texas 78539 | Phone: (956) 318-2626 | www.co.hidalgo.tx.us/purchasing

Best and Final Offer (BAFO)

TO: CTC Disaster Response, Inc.
FROM: Victor Webber, Contract Specialist II
DATE: November 30, 2023
RE: Best and Final Offer (BAFO) for Brush and Vegetative Debris Removal Services
RFP 23-0200-08-02-04


Please be advised that you have been selected (ranked #3) to enter into negotiations with County of Hidalgo for the "Brush and Vegetative Debris Removal Services".

Hidalgo County Purchasing Department is asking for you to submit a best and final offer (BAFO) for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "BAFO" by no later than 2:00 p.m. on Tuesday, December 5, 2023.

NO CHANGE

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to: victor.webber@co.hidalgo.tx.us .

Signed:  Title: PRESIDENT
Printed Name: GREG GATHERS Date: 11/30/23

6. APPENDIX B - BID PAGE

COUNTY SELECTS DISPOSAL SITE; HC PAYS LANDFILL TIPPING FEES

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Cubic Yard	6.96
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Cubic Yard	3.55
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Cubic Yard	2.80
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Cubic Yard	2.30
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Cubic Yard	3.95

BAFO

VENDOR RESPONSIBLE FOR DISPOSAL (SERVICE RATE)

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Cubic Yard	18.93

BAFO

BAFO

Line Item	Description	Unit of Measure	Unit Cost
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Cubic Yard	3.55
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Cubic Yard	2.80
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Cubic Yard	2.30
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Cubic Yard	15.90

VENDOR RESPONSIBLE FOR DISPOSAL (TIPPING FEE RATE)

All proposed pricing shall be inclusive of all labor, equipment, fuel, and associated costs.

BAFO

Line Item	Description	Unit of Measure	Unit Cost
1	ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ per Ton	189
2	TDMS Management, Operations, and Reduction through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through grinding.	\$ per Ton	35
3	TDMS Management, Operations and Reduction through Air Curtain Incinerators Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through air curtain incineration.	\$ per Ton	28

Request For Proposal #23-0200-07-19-04
Title: Brush and Vegetative Debris Removal Services

BAFO

Line Item	Description	Unit of Measure	Unit Cost
4	TDMS Management, Operations and Reduction through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce debris through controlled open burning.	\$ per Ton	23
5	Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ per Ton	159

EXHIBIT “C”

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

CUSTTRE-03

DROWE

DATE (MM/DD/YYYY)
2/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peoples Insurance Group 1415 SW Topoka Blvd Topeka, KS 66612	CONTACT NAME: Derek Rowe	
	PHONE (A/C, No, Ext): (785) 271-8097	FAX (A/C, No):
EMAIL ADDRESS: drowe@peoplesinsure.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Specialty Underwriters Ins Co		13037
INSURER B: Cincinnati Insurance Company		10677
INSURER C: Evanston Insurance Company		35378
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INFO	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CSU 0203780	2/14/2023	2/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUBJECT <input type="checkbox"/> LOG OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0677479	2/14/2023	2/14/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE			ENP 0677479	2/14/2023	2/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below							
A	Excess Liability-GL			CSU 0203791	2/14/2023	2/14/2024	Limit 5,000,000
C	Pollution Liability			CPLMOL115336	2/14/2023	2/14/2024	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 L/R Equipment Coverage - \$420,000

<p>CERTIFICATE HOLDER</p> <p>Insured Copy For Informational Purposes Only</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173		CONTACT NAME: Deborah Connell PHONE (A/C, Ho, Ext): 205-655-2128 FAX (A/C, No): 205-655-4895 E-MAIL ADDRESS: dconnell@bestinsgrp.com	
INSURED CTC Disaster Response, Inc. 3722 Southwest Spring Creek Lane Topeka KS 66610-1221		INSURER(S) AFFORDING COVERAGE INSURER A: American Interstate Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31895	

COVERAGES CERTIFICATE NUMBER: 305039415 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERCENT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	AVWCKG3157022023 AVWCKS3157022023	2/12/2023 2/12/2023	2/12/2024 2/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Officer/Members excluded from Work Comp: Maura Gathers
 Work Comp - Florida, Mississippi, Oklahoma, Oregon, Kansas, Georgia, North Carolina, Texas, Indiana.

CERTIFICATE HOLDER EVIDENCE OF INSURANCE FOR BIDDING PURPOSES ONLY. CTC DISASTER RESPONSE INC.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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