

# **REQUEST FOR PROPOSAL**

**RFP No.: RFP-26-0404-08-19-04**

## **DISASTER RECOVERY SERVICES; DEBRIS CLEARANCE, REMOVAL, AND OTHER MISCELLANEOUS RELATED SERVICES**

**Acceptance Due Date: August 19, 2026 at 3:00 pm**

Project Contact Information: \_\_\_\_\_

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

REQUEST FOR PROPOSAL  
Disaster Recovery Services; Debris Clearance, Removal, and Other  
Miscellaneous Related Services

**TABLE OF CONTENTS**

|      |                                       |
|------|---------------------------------------|
| I.   | INVITATION LETTER.....                |
| II.  | SUBMISSION DETAILS .....              |
| III. | PROCUREMENT OVERVIEW .....            |
| IV.  | LEGAL NOTICE .....                    |
| V.   | EVALUATION CRITERIA.....              |
| VI.  | ELECTRONIC SUBMISSION DOCUMENTS ..... |

Attachments:

A - REQUIREMENTS & SCOPE OF SERVICES

C - Insurance Requirements (Goods and Services)

D - COI Questionnaire

E - HUB Declaration

F - Certification Regarding Debarment

G - Title VI Appendices

H - 2 CFR 200

I - FHWA 1273\_10-23-2023 Rev

J - Proposer's Affidavit

K - Draft Agreement

L - Deficiencies and Deviations Form

M - Reference Form

## 1. INVITATION LETTER

### 1.1. Summary

RELEASE DATE: Wednesday, July 29, 2026

RESPONSE SUBMISSION DATE/TIME: Wednesday, August 19, 2026 at 3:00 pm

#### **RE: HIDALGO COUNTY - REQUEST FOR PROPOSALS**

**RFP NO.:RFP-26-0404-08-19-04** –Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous Related 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](mailto:olga.garza@co.hidalgo.tx.us)

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

**Procurement Contact:**

**Victor Webber, MBA, CTCM**

Contract Specialist II

2802 S. Bus. Hwy 281

Edinburg, TX 78539

Email: [victor.webber@co.hidalgo.tx.us](mailto:victor.webber@co.hidalgo.tx.us)

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

**Department:**

Hidalgo County

**1.3. Timeline**

|                                     |                         |
|-------------------------------------|-------------------------|
| <b>Release Project Date</b>         | July 29, 2026           |
| <b>Question Submission Deadline</b> | August 12, 2026, 5:00pm |
| <b>Question Response Deadline</b>   | August 14, 2026, 5:00pm |

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Proposal Submission Deadline</b> | <p>August 19, 2026, 3:00pm</p> <p>(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:<br/><a href="https://hidalgocounty.zoom.us/j/86775896463?pwd=WC1qR8a6BraHHZavf9L2IJ7a3CfwAZ.1">https://hidalgocounty.zoom.us/j/86775896463?pwd=WC1qR8a6BraHHZavf9L2IJ7a3CfwAZ.1</a></p> <p>Meeting ID: 867 7589 6463</p> <p>Passcode: 165320</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number:<br/><a href="https://hidalgocounty.zoom.us/u/kb7e7EHQ96">https://hidalgocounty.zoom.us/u/kb7e7EHQ96</a></p> <p>Join by SIP: <a href="mailto:86775896463@zoomcrc.com">86775896463@zoomcrc.com</a></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 19, 2026, at 3:00 pm. **OR;**
- B. Submit one (1) hard copy and one (1) USB in original PDF format via personal hand-delivery or delivery service on or Wednesday, August 19, 2026, 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, MBA, CTCM, Contract Specialist II
- 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, MBA, CTCM, Contract Specialist II
- 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 one (1) USB 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. Table of Contents
- B. Required Confirmations/Documents
  1. Legal Notice Declaration - **(Confirmation)**
  2. Insurance and Bid Bond Requirements
    - a. Proof of Insurance - **(Document)**
    - b. Insurance Requirement Acknowledgement - **(Confirmation)**
    - c. Bid Bond Acknowledgment - **(when applicable) (Document)**
    - d. Project Requirements Acknowledgement - **(Confirmation)**
  3. Conflict of Interest Questionnaire
    - a. CIQ Form - Copy of County Clerk File with fee receipt **(when applicable) (Document)**
  4. Vendor Acknowledgment and HUB Declaration
    - a. Vendor Acknowledgment - **(Confirmation)**
    - b. HUB Declaration - **(Document)**
  5. Certification Regarding Debarment
    - a. Signed Certification - **(Document)**
    - b. SAM.gov Registration Acknowledgement - **(Document)**

6. Title VI Appendices
  - a. Title VI Appendices [A -E] - **(Confirmation)**
7. Required Contract Clauses For Contracts Under Federal Award
  - a. Byrd Anti-Lobbying Contract Clause - **(Document)**
  - b. 2 CFR 200 Certification - **(Document)**
8. FHWA 1273
  - a. FHWA 1273 **(Confirmation)**
9. Proposer's Affidavit - **(Document)**
10. Draft Agreement - **(Confirmation)**
11. Deficiencies and Deviations Form **(Document- If Applicable)**
12. References - **(Document)**
13. Addenda (when applicable; see Addenda under Legal Notice) - **(Confirmation)**
14. Company/Firm Response - **(Document)**
  - a. Cover Sheet
    - i. Company Name, Company Address, Company Phone Number
    - ii. Project Name: Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous Related Services
    - iii. Procurement Number: RFP-26-0404-08-19-04
    - iv. Opening Date: Wednesday, August 19, 2026
    - v. Opening Time: 3:00 pm

**(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 "Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous Related Services". Proposals will be received in accordance with the requirements attached hereto as "**Requirements/Specifications**". 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 terms, 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, August 12, 2026, 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 Acknowledgment"** 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 "**Company/Firm Response**", 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 "**Project Requirements Acknowledgment**". 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 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 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](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. **"Proposer's Affidavit"** 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 **"2 C.F.R. § 200 "**.

**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 entity 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 "**HUB Declaration**".

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 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 (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

The Offeror is advised that official County business will not be conducted on approved County holidays. 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. 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 "2 C.F.R. § 200 ". 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 160 and 164), 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, 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 "**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 "**Company/Firm Response**". 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 "**Requirements/Specifications**". 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 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 pay on 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. No charges 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, "**Vendor Acknowledgment**".

#### 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 "**Company/Firm Response**". 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 "**Reference Form**". 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. EVALUATION CRITERIA

| No. | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Scoring Method | Weight (Points)      |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|
| 1.  | <b>Experience, References, Reputation, and Compliance</b> <ul style="list-style-type: none"> <li>• Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines</li> <li>• Personnel experience and training</li> <li>• Proof of financial stability</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Points Based   | 20<br>(20% of Total) |
| 2.  | <b>Debris Management Services</b> <ul style="list-style-type: none"> <li>• Degree of Hidalgo County liability in proposed debris management methods</li> <li>• Breadth of services and number of contracts Contractor can handle</li> <li>• Debris management methods and commitment to Hidalgo County debris management preferences</li> <li>• Availability of preferred disposal methods (for example: types of materials planned for reuse and recycling)</li> <li>• Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately</li> <li>• Ability to serve a wide range of project types (for example: permanent facility, one-day event, and mobile collection unit)</li> <li>• Ability to serve a wide range of community types (for example: rural, urban, suburban)</li> </ul> | Points Based   | 20<br>(20% of Total) |

|    |                                                                                                                                                                                                                                                                                                                                                                                            |              |                      |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------|
| 3. | <b>Responsiveness of Proposal</b> <ul style="list-style-type: none"> <li>• Demonstrated understanding of Hidalgo County's needs</li> <li>• Demonstrated understanding of requirements of the RFP and Contract</li> <li>• Quality of proposal and impression of response as it relates to project</li> </ul>                                                                                | Points Based | 20<br>(20% of Total) |
| 4. | <b>Support and Training</b> <ul style="list-style-type: none"> <li>• Demonstrated experience and ability to assist/train Hidalgo County prepare before event</li> <li>• Demonstrated experience and ability to support and train Hidalgo County during an event</li> <li>• Demonstrated experience and ability to support and follow through with Hidalgo County after an event</li> </ul> | Points Based | 20<br>(20% of Total) |
| 5. | <b>Pricing</b> <ul style="list-style-type: none"> <li>• Based on Hidalgo County's most recent contract(s)/pricing</li> </ul>                                                                                                                                                                                                                                                               | Points Based | 20<br>(20% of Total) |

## 6. 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.**

### 6.1. I confirm, that I will be submitting my response electronically.\*

Please confirm and proceed with the electronic submission requirements.

☐ Please confirm

\*Response required

### 6.2. LEGAL NOTICE DECLARATION\*

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

**ATTN:** Victor Webber, MBA, CTCM, Contract Specialist II

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

**RE:** RFP-26-0404-08-19-04 - Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous Related 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

### **6.3. REQUIREMENTS/SPECIFICATIONS\***

Refer to "**Requirements/Specifications**" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood, and agree with the "**Requirement/Specifications**".

☐ Please confirm

\*Response required

### **6.4. 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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE 08/05/2010

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 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 | NAME        |  | FAX NO.     |
|          | ADDRESS     |  |             |
| INSURED  | INSURANCE A |  | INSURANCE C |
|          | INSURANCE B |  |             |
|          | INSURANCE C |  |             |
|          | INSURANCE D |  |             |
|          | INSURANCE E |  |             |
|          | INSURANCE 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 LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY RATED ENDORSEMENTS.

| TYPE                  | TYPE OF INSURANCE            | INSURANCE CLASS       | POLICY NUMBER | POLICY EFFECT DATE | POLICY EXPIRATION DATE | LIMIT                       |
|-----------------------|------------------------------|-----------------------|---------------|--------------------|------------------------|-----------------------------|
| INTERNAL LIABILITY    | COMMERCIAL GENERAL LIABILITY |                       |               |                    |                        | BODILY OCCURRENCE \$        |
|                       | CLAIM-MADE                   | OCCL                  |               |                    |                        | PROPERTY DAMAGE \$          |
|                       |                              |                       |               |                    |                        | AD & EM \$                  |
|                       |                              |                       |               |                    |                        | PERSONAL AND ADULTERY \$    |
| EXTERNAL LIABILITY    | GENERAL AGGREGATE            |                       |               |                    |                        | GENERAL AGGREGATE \$        |
|                       | PRODUCTS - CLAIM-MADE        |                       |               |                    |                        | PRODUCTS - CLAIM-MADE \$    |
|                       | COMBINED SINGLE LIMIT (CSL)  |                       |               |                    |                        | COMBINED SINGLE LIMIT \$    |
|                       | BODILY INJURY (Personal)     |                       |               |                    |                        | BODILY INJURY (Personal) \$ |
| AUTOMOBILE LIABILITY  | RIGHT AUTO                   | RIGHT-SIDED AUTO      |               |                    |                        | RIGHT-SIDED AUTO \$         |
|                       | ALL OWNED AUTO               | ALL OWNED AUTO        |               |                    |                        | ALL OWNED AUTO \$           |
|                       | LEASED AUTO                  | LEASED AUTO           |               |                    |                        | LEASED AUTO \$              |
|                       | HIRING AUTO                  | HIRING AUTO           |               |                    |                        | HIRING AUTO \$              |
| UMBRELLA AND EXCESS   | UMBRELLA AND EXCESS          | OCCL                  |               |                    |                        | UMBRELLA AND EXCESS \$      |
|                       | CLAIM-MADE                   | CLAIM-MADE            |               |                    |                        | CLAIM-MADE \$               |
|                       | AD & EM                      | AD & EM               |               |                    |                        | AD & EM \$                  |
|                       | PERSONAL AND ADULTERY        | PERSONAL AND ADULTERY |               |                    |                        | PERSONAL AND ADULTERY \$    |
| INSURANCE COOPERATION | INSURANCE COOPERATION        |                       |               |                    |                        | INSURANCE COOPERATION \$    |
|                       | PROPERTY DAMAGE              |                       |               |                    |                        | PROPERTY DAMAGE \$          |
|                       | COMBINED SINGLE LIMIT (CSL)  |                       |               |                    |                        | COMBINED SINGLE LIMIT \$    |
|                       | BODILY INJURY (Personal)     |                       |               |                    |                        | BODILY INJURY (Personal) \$ |

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

|                                                                |                                                                                                                                                                                                 |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER                                             | CANCELLATION                                                                                                                                                                                    |
| Hidalgo County<br>100 E. Cano, Suite 201<br>Edinburg, TX 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

ACORD 25 (08/05/2010) © 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD.

- 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

**6.6. 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

## 6.7. CONFLICT OF INTEREST QUESTIONNAIRE\*

Please download the below documents, complete, and upload.

- [COI Questionnaire.pdf](#)

\*Response required

## 6.8. 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

## 6.9. HUB DECLARATION\*

Please download the below documents, complete, and upload.

- [HUB Declaration.pdf](#)

\*Response required

## 6.10. CERTIFICATION REGARDING DEBARMENT\*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

\*Response required

## 6.11. SAM.GOV REGISTRATION\*

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

\*Response required

## 6.12. FORM 1295\*

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- Reference Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous Related Services and 26-0404 on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

\*Response required

## 6.13. 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

#### 6.14. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS\*

Please download the below documents, complete, and upload.

- [2\\_CFR\\_200.pdf](#)

\*Response required

#### 6.15. FHWA 1273\*

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

☐ Please confirm

\*Response required

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

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

\*Response required

**6.17. DRAFT AGREEMENT\***

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

☐ Please confirm

\*Response required

**6.18. DEFICIENCIES AND DEVIATIONS FORM\***

Please download the below documents, complete, and upload.

- [Deficiencies and Deviations...](#)

\*Response required

**6.19. REFERENCE FORM\***

Please download the below documents, complete, and upload.

- [Reference Form.pdf](#)

\*Response required

**6.20. COMPANY/FIRM RESPONSE\***

Please upload your response to this RFP as requested in ***Requirements/Specifications***.

\*Response required

**Specifications/Requirements**  
**Request For Proposals**  
**“Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous Related Services”**  
**RFP No. RFP-26-0404-08-19-04**

---

The required contents and limitations for the preparation of the RFP 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 proposal. 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 disaster debris.
4. *Construction and Demolition Debris (C&D)* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:
  - Debris must be located within a designated disaster 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.
  - Debris must be a result of the major disaster.
5. *Citizen Collection Center (CCC)* – A temporary debris management site set-up to allow citizens to drop-off identified eligible debris.
6. *County* – County of Hidalgo, Texas, a political subdivision of Texas.

7. *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.
8. *County Approved Final Disposal Site* – A final disposal location approved in writing by the County.
9. *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.
10. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
11. *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.
12. *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.
13. *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.
14. *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.
15. *Demolition* – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
16. *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
17. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
18. *Electronic Debris* – End of life electronics, typically televisions, computers and related components

19. *FEMA Publication 325 – Debris Management Guide* – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non- reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
  - Eliminating immediate threats of significant damage to improved public or private property.
  - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
20. *Field Inspector* – Monitor.
21. *Force Account Labor* – Labor performed by the applicant’s permanent, full time or temporary employees.
22. *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
23. *Grinding* – Reduction of disaster-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.
24. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The limb must be greater than two inches in diameter;
  - The limb must be suspended in a tree and threatening a public-use area; and
  - The limb must be located on improved public property.
25. *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. The current eligibility requirements for leaning trees according to FEMA Publications 325 include:
- 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.
26. *Hazardous Stump* - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- 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.

27. *Household Hazardous Waste* – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
  - HHW removal must be the legal responsibility of the applicant.
  - HHW must be a result of the major disaster.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. The County may utilize existing environmental contractor to remove this type of waste in a large-scale debris generating event.

28. *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.)
29. *National Response Framework (NRF)* – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
30. *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
31. *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
32. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
33. *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.
34. *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.
35. *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.
36. *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.
37. *Service Provider* – The party or parties contracting directly with the County to perform Work pursuant to this Agreement.

38. *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.
39. *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.
40. *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.
41. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
42. *Vegetative Debris* – As outlined in FEMA Publication 325, Eligible 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. Current eligibility criteria include:
- Debris must be located within a designated disaster 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.
  - Debris must be a result of the major disaster.
43. *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.
44. *White Goods* – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils and must be removed. The EPA Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
  - White goods removal must be the legal responsibility of the applicant.
  - White goods must be a result of the major disaster.
45. *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.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK



## B. Acronyms

|               |                                                           |
|---------------|-----------------------------------------------------------|
| ACM .....     | Asbestos Containing Material                              |
| C&D .....     | Construction and Demolition                               |
| CFR .....     | Code of Federal Regulations                               |
| DMSP.....     | Debris Monitor Service Provider                           |
| DRSP.....     | Debris Removal Service Provider                           |
| EMC .....     | Emergency Management Coordinator                          |
| EOC.....      | Emergency Operations Center                               |
| EPA.....      | Environmental Protection Agency                           |
| ESA.....      | Endangered Species Act                                    |
| ESF.....      | Emergency Support Function                                |
| FEMA .....    | Federal Emergency Management Agency                       |
| FHWA .....    | Federal Highway Administration                            |
| GIS.....      | Geographic Information System                             |
| GPS .....     | Global Positioning System                                 |
| HHW .....     | Household Hazardous Waste                                 |
| IA .....      | Individual Assistance                                     |
| ICS .....     | Incident Command System                                   |
| NRCS.....     | Natural Resources Conservation Service                    |
| NRF .....     | National Response Framework                               |
| OEM.....      | Office of Emergency Management                            |
| OSHA.....     | Occupational Safety and Health Administration             |
| PA .....      | Public Assistance                                         |
| PDA .....     | Preliminary Damage Assessment                             |
| PNP .....     | Private Nonprofit                                         |
| PPDR .....    | Private Property Debris Removal                           |
| PPE.....      | Personal Protective Equipment                             |
| PW .....      | Project Worksheet                                         |
| RACM .....    | Regulated Asbestos Containing Material                    |
| RCRA.....     | Resource Conservation and Recovery Act                    |
| RFP.....      | Request for Proposal                                      |
| ROE .....     | Right-of-Entry                                            |
| ROW .....     | Right-of-Way                                              |
| RRC .....     | Rapid Response Crew                                       |
| SHPO.....     | State Historic Preservation Officer                       |
| TCEQ .....    | Texas Commission on Environmental Quality                 |
| TDMS .....    | Temporary Debris Management Site                          |
| TDSR Site ... | Temporary Debris Storage and Reduction Site               |
| TSDF .....    | Hazardous Waste Treatment, Storage, and Disposal Facility |
| TxDOT .....   | Texas Department of Transportation                        |
| USACE .....   | United States Army Corps of Engineers                     |
| USDA .....    | United States Department of Agriculture                   |
| VOCs .....    | Volatile Organic Compounds                                |

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

## **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](http://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.

Proposers list of equipment MUST be available within 36 hours from request. If listed and owned equipment is unavailable, then it is the Proposers sole responsibility to obtain requested equipment at their own expense; no surcharge of any kind will be accepted by the County.

## **ADJUSTMENTS, ADDITIONS OR DELETIONS:**

Requests by the County for additional service and/or service suggestions made by the contractor which exceed agreed upon scope, shall be provided in writing including itemized pricing. If agreed upon in writing by the County, contractor may produce with additional services with the understanding charges shall be shown on billing invoice in a category stating "Additions to Contract" and must itemize the quote and invoice.

## **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.

The selected firm must be experienced and knowledgeable with the Federal Emergency Management Administration ("FEMA") and Insurance reimbursement rules and procedures and must demonstrate such to the County in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies.

Proposers must demonstrate knowledge of this information to the County in its proposal and subsequent selection process presentations.

The selected firm will be responsible for staying current with all FEMA, NRCS, OSHA, FHWA, TXDOT, TCEQ, TPWD, and THC agency guidelines and regulations and **will be responsible for advising the County from beginning to end to ensure maximum financial recovery for the County.**

## **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.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**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. Name of principals and key personnel in the firm along with a brief biography of each highlighting their experience in providing services similar in scope to this project.
- D. Supply the name of the person who will serve as the primary contact and/or supervisor of this project along with a brief biography of his/her experience in providing services similar in scope to this project.
- E. Supply the name of other key personnel assigned to this project along with a brief biography of his/her experience in providing services similar in scope to this project.
- F. List any certifications or licenses held by the firm's principals or employees that are related to Debris Management.
- G. List any additional experience that would make the firm uniquely qualified for this project.
- H. Provide narrative that demonstrates firm's knowledge of Federal, State, and local laws and regulations governing this type of work and familiarity with FEMA, NRCS, OSHA, FHWA, TXDOT, TCEQ, EPA, TPWD, and THC.
- I. 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.
- J. Provide list of all subcontractors with whom the firm has agreements for post-disaster support provide brief biography/resume of each principal and key personnel of those identified firms highlighting their experience in providing services similar in scope to this project.
- K. Provide a listing of current and possible future commitments in Texas in regards to other debris removal and disposal contracts with a detailed explanation of how the firm will manage multiple contracts in the event of a regional or statewide disaster. Include in the narrative the firm's ability to respond to the County of Hidalgo with the full force of manpower committed in its proposal.
- L. Provide a narrative description of the firm's approach to debris removal and disposal operations. At a minimum, the applicant shall provide the following information:
  - 1. Scope and sequence of debris removal operations to be performed.
  - 2. The firm's ability to respond and deliver debris removal service within thirty-six (36) hours of the County of Hidalgo's issuance of the "Notice to Proceed."
  - 3. How the firm would address multiple contracts being activated at the same time. Explain how personnel and equipment would be divided among multiple contracts being activated at the same time.

4. The adequacy of your resources, including equipment, personnel, supplies, sub-contractors and other resources that could benefit the County.
5. An organizational chart noting supervisory and other key personnel, the team and project management structure, and the ratio of supervisors to field staff.
6. Provide a past or normally used Debris Management Safety Plan and Operational Plan utilized by your company.
7. Overview of safety training, monitoring and enforcement.
8. Procedures for tracking, data collection, documentation, verification functions and reporting.
9. The firm's ability to provide appropriate training for personnel that will be employed under this project.
10. How the firm documents and resolves damages.
11. How will the firm ensure that the Temporary Debris Sites are secured twenty-four (24) hours a day, seven (7) days a week for the length of the operation?
12. The use of EPA Approved technicians to collect ozone depleting refrigerants, mercury or compressor oils from white goods, and how this will be tracked and documented.
13. Firm's ability to assess regional landfill capacities and costs to determine reduction vs disposal possibilities.
14. How will the firm complete the project within the time frame requested.
15. How firm will satisfy applicable local, State, and federal statutory and regulatory requirements.
16. How firm will adhere to FEMA guidelines that govern the eligibility of recovery services for possible Federal reimbursement of the County of Hidalgo's cost.

**\*If there are exceptions to the project work as described, provide explanations and detail.**

- M. The successful proposer will be required to execute a written contract prepared and approved by the County Attorney. Any sample vendor contracts may be included with the proposal for review by our County Attorney prior to award of the proposal.
- N. Proposer shall submit a Complete Price Book detailing services and prices and the Schedule of Fees/Price Proposal forms included in this Request for Proposal. For an item indicated as \$0, an explanation must be provided to explain how this cost will be assessed if this item is encountered.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**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 disaster related debris to a County approved Temporary Debris Management Site (TDMS) or County approved Final Disposal Site that has been approved to receive disaster-generated 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 and remediation must comply with all local, state, and federal safety and environmental standards. The DRSP reduction, handling, disposal and remediation 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 disaster 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 / CITIZEN COLLECTION CENTERS**

- 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 the (each) TDMS or CCC, who 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. These daily reports must meet the requirements of FEMA or other federal agencies, and other reimbursement and regulatory governmental agencies.

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 “Eligible” debris as most currently defined (at the time written notice to proceed is issued to the DRSP) by the Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as required by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris by mechanical equipment (hand loading is strictly prohibited); 3) hauling debris to County approved TDMS(s) or County approved Final Disposal Site(s); 4) reducing disaster related debris through a means approved by the County Debris Manager; 5) hauling reduced debris to a County approved Final Disposal Site; and 6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal Disaster Assistance Directorates (DADs), Disaster Assistance Policies (DAPs) or Recovery Policies (RPs) will not be loaded, hauled or dumped under this contract unless written instructions are given to the Service Provider by the County Debris Manager. It shall be the Service Provider’s responsibility to load, transport, reduce and properly dispose of any and all disaster 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.
- B. 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, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the DRSP may be directed to perform them.
- C. After activation of the contract and after a preliminary damage assessment, the County and the DRSP, together, will establish a time limit in which work will be completed. In addition, a schedule of events will be established to identify at a minimum:
- 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 CCCs and TDMSs
- D. Scope of services under this contract shall be commenced within thirty-six (36) hours of issuance of the Written Notice to Proceed Task Order (NPTO) (see “Award” section within “Project Overview”) includes, but is not limited to:

1. **Emergency Road Clearance**

At the request of the County this contract, work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster. All roadways designated by the County Debris Manager shall be clear and passable within 36 working hours of the issuance of Release Orders from the County to conduct emergency roadway clearance work. The County may choose to extend the Service Provider’s 36-hour limit through a written request. The Service Provider shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (e.g. certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Hourly Labor and Equipment Price Schedule.

2. **ROW Vegetative Debris Removal**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related 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.
- The DRSP must provide traffic control as conditions require or as directed by the County Debris Manager.

3. **ROW C&D Debris Removal**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition

(C&D) debris existing on the County ROW to a County approved TDMS or County approved Final Disposal. ROW C&D removal will be accomplished as identified and/or approved by the County Debris Manager.

- For the purposes of this contract, C&D 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 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 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 C&D 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.
- The DRSP must provide traffic control as conditions require or directed by the County Debris Manager.

4. **Demolition, Removal, Transport and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

- County representative will accompany the DRSP for all pre-inspections, decommissioning actions, and demolitions of structures.
- Decommissioning consists of the removal and disposal of all HHW, Electronic Debris, White Goods, and Waste from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- Once the DRSP vehicle has been issued a Load-Out ticket from the County's authorized representative, the debris removal vehicle will travel immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a Load-Out ticket has been issued.

- Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing 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.
- The DRSP is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures.

5. **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 disaster 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.
- Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste, 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 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 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 disaster 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. 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; 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 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.

**6. 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 disaster 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 disaster 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.

7. **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 disaster 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 disaster 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.

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

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as, but not limited to, ash, Vegetative mulch, compacted C&D 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.

- 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 disaster 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.

9. **Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half (4 ½) feet from the base of the tree and hazardous hanging limbs two (2) inches or greater in diameter when measured at the break existing on the County ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2.

The County will not compensate the DRSP for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW then the DRSP must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.



- Hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the DSRP, in writing, by the County Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
  - 1) The tree is leaning in a direction that poses an immediate threat to public health, welfare and safety.
  - 2) The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
  - 3) The tree has a split trunk that exposes heartwood.
- Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the DRSP, in writing, by the County Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
  - 1) The limb is still hanging in a tree and threatening a public- use area.
  - 2) The limb is located on improved public property.

#### 10. **Removal of Hazardous Stumps**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved TDMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (Reference – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- Hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the DRSP, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
  - 1) Fifty percent or more of the root ball is exposed.
  - 2) The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

- Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (Reference – FEMA Stump Conversion Table).
- The County or its authorized representative will measure and certify all eligible stumps prior to removal.

**11. Sand, Silt, and Debris Removal from Detention/Retention/Canal/Navigable/ROW areas or Structures**

Under this element, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from County detention/retention/canal/navigable/row areas or structures and transport to a County approved final disposal site in accordance with all federal, state, and local rules and regulations.

- For the purposes of this element, sand, silt, and debris existing in County of Hidalgo detention/retention/canal/navigable/row areas or structures will be removed to a depth designated by the County or the County's authorized representative.
- Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle or spoil material will travel immediately to a County approved final disposal site. The debris removal vehicle will not collect additional debris or spoil material once a load ticket has been issued.

**12. Household Hazardous Waste Removal Transport and Disposal**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to the TDMS.

- The removal, transportation and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the County.

**13. ROW White Goods Debris Removal**

Under this contract, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of White Goods from the ROW, removal of refrigerants, transportation to a County approved TDMS, decontamination, and transportation to a County approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the County. White goods containing contaminants such as ozone depleting refrigerants, mercury or compressor oils must first have such contaminants removed by the DRSP's EPA qualified technicians prior to

mechanical loading.

- White Goods can be collected without first having contaminants removed if the White Goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- The removal, transportation, and recycling or final disposal of White Goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- All White Goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.
- The DRSP shall recycle or dispose of all White Goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

**14. Dead Animal Carcasses**

Under this element, work shall consist of all vehicles, labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. The DRSP shall coordinate activities with the County and appropriate state agencies, if needed.

- Disposal of animal carcasses must be compliant with the Texas Department of Agriculture, Texas Animal Commission and TCEQ rules for handling, solid waste, and air quality.

**15. 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. Changes in Statement of Work:**

The County Debris Manager or EOC Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

**C. Pre-Event:**

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, at no cost to the County, shall:

- Participate in annual planning meetings with the County of Hidalgo and other representatives to review the Disaster Debris Management Plan.
- Participate in certain County-directed disaster recovery training and/or exercises.

D. 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, fax, etc.). 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.

E. Mobilization:

Within 12 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. If the DRSP does not send an Operations Manager within 18 hours after the Notice to Proceed by the County, the County may then go to the next awarded DRSP for their services instead of using the first DRSP.

- 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.

F. Use of Local Resources:

As per the Robert T. Stafford Act and Federal Emergency Management Agency (FEMA) regulations, the DRSP(s) shall give first priority to using resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts and employing workers.

G. 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.

H. Time of Completion:

Services shall commence upon written notice to proceed from the County Debris Manager or his/her 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.

I. Temporary Debris Site Foreman(s):

The DRSP(s) shall provide a Foreman for each TDMS and CCC activated. 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
- 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

J. 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.

K. 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. 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.

L. 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. Hand loading of vehicles is strictly prohibited unless White Goods are being loaded prior to contaminants such as ozone depleting refrigerants, mercury or compressor oils being removed. 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. 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.
5. 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.
6. Hand loaded vehicles are strictly prohibited unless pre-authorized, in writing, by the County Debris Manager or for the loading of White Goods that have not had contaminants such as ozone depleting refrigerants, mercury or compressor oils removed. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

M. Traffic Control:

The DRSP(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The DRSP(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMS(s) and CCC(s). The DRSP(s) shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the DRSP(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the DRSP(s) for traffic control is an overhead expense planned as part of the DRSP's compensation under the terms and conditions of scope of service.

N. 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 items 6, 7, and 8.

O. 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.

P. Debris Site Tower(s) Specifications:

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 items 6, 7, 8, and 9.
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.

Q. 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 disaster 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 disaster related debris which the County deems a priority for the overall County recovery process.

R. 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 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.

S. 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.

T. Documentation and Measurement:

1. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities (those occurring in the first 70 hours of the event) 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 disaster related 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 at the collection site. 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.

U. Post Event Recovery:

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

**PRICE PROPOSAL FORM/SCHEDULE OF SERVICES**

There are numerous variables that accompany disasters, in regards to the location, size of area impacted and the amount and type of debris generated, that will influence the removal and disposal methods utilized by the County of Hidalgo. The award of a stand-by contract allows the County to use the items and services as the requirements and needs of the County as they arise. Quantities and/or services may be increased beyond the estimated quantities and/or services listed in this Request for Proposal, as necessary. Quantities may be decreased below the estimated quantities and/or services listed in this proposal, as necessary, if funding is not available or if items and services are no longer needed. The County is not obligated to pay for or use a minimum or maximum amount of items or services and payment will be made pursuant to the unit prices proposal in the contract. The Contractor shall have no claim against the County for anticipated profits for the estimated quantities listed, diminished, or deleted.

Additional Pricing for equipment, manpower, etc. can be included as an addition. However, proposer should ensure that reasoning for the addition and full description is provided for evaluation. If addition is for the substitution of an item listed in the proposal form, please identify.

This price form is not meant to be exclusive. The County has attempted to list equipment, items and/or services that would be normally utilized for this service. For items not listed that would be utilized by the Proposer for Debris Removal, please provide justification for use. These Pricing Worksheets will be used to establish cost reasonableness and price factors. For items that do not pertain to your proposal please indicate N/A.

Price Forms begin on the next section/page.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

# Pricing Worksheet-A

Date: 5/8/2023

[Submitted by:  
for Hidalgo County, TX 2023]

| SCHEDULE 1 - UNIT RATE PRICE SCHEDULE                                                                                                                                                                                                                                               |                                |                                  |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------|--------|
|                                                                                                                                                                                                                                                                                     | To be Completed By<br>Vendor ▼ | To be Completed By<br>End User ▼ |        |
| <b>2 ROW Vegetative Debris Removal (Collect &amp; Haul)</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible vegetative debris on the ROW to an approved DMS or other designated disposal facility. | \$ Per Cubic Yard              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 10,155,000                       | \$0.00 |
| <b>3 ROW C&amp;D Debris Removal (Collect &amp; Haul)</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility.                                   | \$ Per Cubic Yard              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 3,385,000                        | \$0.00 |
| <b>4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible non-RACM structures on private property.             | \$ Per Cubic Yard              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 100                              | \$0.00 |
| <b>5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible RACM structures on private property.                     | \$ Per Cubic Yard              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 100                              | \$0.00 |
| <b>6 DMS Management and Operations</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris.                                      | \$ Per Cubic Yard              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 13,540,000                       | \$0.00 |
| <b>7 Reduction of Debris Through Grinding</b><br>Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.                                                                                               | \$ Per Cubic Yard              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 10,155,000                       | \$0.00 |
| <b>8 Reduction of Debris Through Air Curtain Incineration</b><br>Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.                                                               | \$ Per Cubic Yard              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 3,385,000                        | \$0.00 |
| <b>9 Haul-out of Reduced Debris to Final Disposal Site</b><br>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              | Estimated CY                     | Total  |
|                                                                                                                                                                                                                                                                                     |                                | 2,640,300                        | \$0.00 |

Notes:

| SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued) |                                |                                  |  |
|---------------------------------------------------|--------------------------------|----------------------------------|--|
|                                                   | To be Completed By<br>Vendor ▼ | To be Completed By<br>End User ▼ |  |

Submitted by:|

for Hidalgo County, TX 2023

Page 1

# Pricing Worksheet-A

Date: 5/8/2023

[Submitted by:  
for Hidalgo County, TX 2023]

|                                             |                                                                                                                                                                                                                                                                                                           |                     |                         |                          |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------|--------------------------|
| <b>10</b>                                   | <b>Removal of Eligible Hazardous Leaning Trees and Hanging Limbs</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-off.                                         | <b>\$ Per Tree</b>  | <b>Estimated Trees</b>  | <b>Total</b>             |
|                                             | 6 inch to 12 inch diameter                                                                                                                                                                                                                                                                                |                     | 752                     | \$0.00                   |
|                                             | 13 inch to 24 inch diameter                                                                                                                                                                                                                                                                               |                     | 1,344                   | \$0.00                   |
|                                             | 25 inch to 36 inch diameter                                                                                                                                                                                                                                                                               |                     | 668                     | \$0.00                   |
|                                             | 37 inch to 48 inch diameter                                                                                                                                                                                                                                                                               |                     | 96                      | \$0.00                   |
|                                             | 49 inch and larger diameter                                                                                                                                                                                                                                                                               |                     | 16                      | \$0.00                   |
|                                             | Hanger Removal (2" or greater at the break and price per Tree)                                                                                                                                                                                                                                            |                     | 108,936                 | \$0.00                   |
| <b>11</b>                                   | <b>Removal of Eligible Hazardous Stumps</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.                                                      | <b>\$ Per Stump</b> | <b>Estimated Stumps</b> | <b>Total</b>             |
|                                             | 24.1 inch to 36 inch diameter                                                                                                                                                                                                                                                                             |                     | 334                     | \$0.00                   |
|                                             | 37 inch to 48 inch diameter                                                                                                                                                                                                                                                                               |                     | 48                      | \$0.00                   |
|                                             | 49 inch and larger diameter                                                                                                                                                                                                                                                                               |                     | 8                       | \$0.00                   |
| <b>12</b>                                   | <b>Removal of Eligible White Goods</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility. | <b>\$ Per Unit</b>  | <b>Estimated Units</b>  | <b>Total</b>             |
|                                             |                                                                                                                                                                                                                                                                                                           |                     | 100                     | \$0.00                   |
| <b>13</b>                                   | <b>Removal of Eligible Used Electronics</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.                                                                     | <b>\$ Per Unit</b>  | <b>Estimated Units</b>  | <b>Total</b>             |
|                                             |                                                                                                                                                                                                                                                                                                           |                     | 50                      | \$0.00                   |
| <b>14</b>                                   | <b>Removal of HHW</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.                                                                                                           | <b>\$ Per Pound</b> | <b>Estimated Units</b>  | <b>Total</b>             |
|                                             |                                                                                                                                                                                                                                                                                                           |                     | 100                     | \$0.00                   |
| <b>15</b>                                   | <b>Abandoned Eligible Vessel and Vehicle Removal</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.                                                            | <b>\$ Per Unit</b>  | <b>Estimated Units</b>  | <b>Total</b>             |
|                                             |                                                                                                                                                                                                                                                                                                           |                     | 50                      | \$0.00                   |
| <b>16</b>                                   | <b>Eligible Animal Carcass Removal and Disposal</b><br>Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.                                                                | <b>\$ Per Unit</b>  | <b>Estimated Units</b>  | <b>Total</b>             |
|                                             |                                                                                                                                                                                                                                                                                                           |                     | 100                     | \$0.00                   |
| <b>Total Estimated Contract Price</b>       |                                                                                                                                                                                                                                                                                                           |                     |                         | <b>\$ -</b>              |
| <i>(Total Price in words: and No Cents)</i> |                                                                                                                                                                                                                                                                                                           |                     |                         | <i>Enter Firm Name )</i> |

Pricing Worksheet - B

First Response (Emergency Road Clearance-"Push")

| Service Description                                                        | Unit | Unit Price |
|----------------------------------------------------------------------------|------|------------|
| <b>Personnel &amp; Equipment (Operator, Fuel, Maintenance Included)</b>    |      |            |
| Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)* | Hour |            |
| Supervisor with Truck (1 man, will assist toss operations)                 | Hour |            |
| Operators with Chainsaw (2 man crew, cut and toss)                         | Hour |            |
| Laborer with Tools (1 man, toss)                                           | Hour |            |
| Traffic Control/Safety Personnel (2 man crew, as needed)                   | Hour |            |
| Total Hourly:                                                              | Hour |            |

| Service Description                                          | Size or Type     | Unit | Unit Price |
|--------------------------------------------------------------|------------------|------|------------|
| <b>Heavy Equipment (Operator,Fuel, Maintenance Included)</b> |                  |      |            |
| Skid Steer Loader (Mini-Loader)                              | Bobcat           | Hour |            |
| Backhoe                                                      | Cat 416          | Hour |            |
| Backhoe, Extend-a-hoe                                        | Caterpillar      | Hour |            |
| Wheel Loaders                                                | Cat 950          | Hour |            |
| Wheel Loaders                                                | Cat 966          | Hour |            |
| Wheel Loaders                                                | Cat 980          | Hour |            |
| Tracked Loader                                               | Cat 955          | Hour |            |
| Towed Loader w/ Tractor                                      | Prentice 210     | Hour |            |
| Self Loading Knuckle boom Truck                              | 25-35 CY Body    | Hour |            |
| Self Loading Knuckle boom Truck                              | 35-45 CY Body    | Hour |            |
| Dozer                                                        | CatD4            | Hour |            |
| Dozer                                                        | CatD5            | Hour |            |
| Dozer                                                        | CatD6            | Hour |            |
| Dozer                                                        | CatD7            | Hour |            |
| Dozer                                                        | CatD8            | Hour |            |
| Excavators                                                   | Cat 320          | Hour |            |
| Excavators                                                   | Cat 325          | Hour |            |
| Excavators                                                   | Cat 330          | Hour |            |
| Tractor w/ Box Blade                                         | 80Hp             | Hour |            |
| Motor Grader                                                 | Cat 120G         | Hour |            |
| 30 Ton Crane                                                 | 30Ton            | Hour |            |
| 50 Ton Crane                                                 | 50 Ton           | Hour |            |
| 100 Ton Crane (8 hr minimum)                                 | 100 Ton          | Hour |            |
| Bucket Truck                                                 | Up to 50' reach  | Hour |            |
| Bucket Truck                                                 | 50' to 75' reach | Hour |            |
| Trash Transfer Trailer w/ Tractor                            | 110 Yard         | Hour |            |
| Mechanized Broom                                             | Street Sweeper   | Hour |            |
| Water Truck                                                  | 2000 Gallon      | Hour |            |
| Service Truck                                                | N/A              | Hour |            |
| Stump Grinder                                                | Vermeer252       | Hour |            |
| Stump Grinder                                                | Vermeer752       | Hour |            |
| Stump Grinder                                                | Vermeer 60TX     | Hour |            |
| Chipper w/2 man crew                                         | Morbark Stmm     | Hour |            |
| 12-Foot Tub Grinder                                          | Morbark 1200     | Hour |            |
| 13-Foot Tub Grinder                                          | Morbark 1300     | Hour |            |
| 14-Foot Tub Grinder                                          | Diamond Z 1463   | Hour |            |
| 12T Lowboy Trailer (Equip.Transport w/ Tractor)              | 12 Ton           | Hour |            |
| 35T Lowboy Trailer (Equip. Transport w/ Tractor)             | 35 Ton           | Hour |            |
| SOT Lowboy Trailer (Equip.Transport w/ Tractor)              | 50 Ton           | Hour |            |
| Truck Mounted Winch                                          | Tow Truck        | Hour |            |
| Vacuum Truck/Jetter                                          | 3500 Gallon      | Hour |            |

Hauling Vehicles (Operator, Fuel, Maintenance Included)

|                                                                     |                   |      |  |
|---------------------------------------------------------------------|-------------------|------|--|
| Dump Truck                                                          | 5 to 15 CY        | Hour |  |
| Dump Truck                                                          | 16to24CY          | Hour |  |
| DumpTruck                                                           | 25 to 34 CY       | Hour |  |
| Dump Truck (Trailer Dump w/ Tractor)                                | 35 to44 CY        | Hour |  |
| Dump Truck (Trailer Dump w/ Tractor)                                | 45 to 54 CY       | Hour |  |
| Dump Truck (Trailer Dump w/ Tractor)                                | 55 to 64 CY       | Hour |  |
| Dump Truck (Trailer Dump w/ Tractor)                                | 65 to 74 CY       | Hour |  |
| Dump Truck (Trailer Dump w/ Tractor)                                | >75CY             | Hour |  |
| <b>Transportation Vehicles (Operator,Fuel,Maintenance included)</b> |                   |      |  |
| Pickup Truck                                                        | 1/2 Ton           | Hour |  |
| Pickup Truck                                                        | 3/4 Ton, Ext. Cab | Hour |  |
| Pikup Truck, 4x4                                                    | 4x4               | Hour |  |
| Pickup Truck                                                        | 1 Ton             | Hour |  |
| Box Truck                                                           | 3/4 Ton           | Hour |  |
| Passenger Car                                                       | Full size         | Hour |  |
| 20' Trailer                                                         | 20 Foot           | Hour |  |
| 36 'Trailer                                                         | 36 Foot           | Hour |  |
| Flatbed Trailer                                                     | Gwvto450          | Hour |  |
| <b>Transportation Vehicles (Operator,Fuel,Maintenance included)</b> |                   |      |  |
| Pickup Truck                                                        | 1/2 Ton           | Day  |  |

|                                                                                     |              |      |  |
|-------------------------------------------------------------------------------------|--------------|------|--|
| Pickup Truck                                                                        | 3/4 Ton      | Day  |  |
| Pickup Truck                                                                        | 1 Ton        | Day  |  |
| Box Truck                                                                           | 3/4 Ton      | Day  |  |
| Utility Van                                                                         | 3/4 Ton      | Day  |  |
| Passenger Van                                                                       | 9 Passenger  | Day  |  |
| Passenger Car                                                                       | Full size    | Day  |  |
| Response Trailer                                                                    | 20-30 Foot   | Day  |  |
| <b>Marine Resources (Operator, Fuel, Maintenance included)</b>                      |              |      |  |
| 56' Shallow Draft Landing Craft with Crane                                          | Crew of 2    | Day  |  |
| 40' Sectional Barge w/ Mounted Excavator & Pushboat                                 | With Crew    | Day  |  |
| 33' Fast Barge with Winch                                                           | Crew of 2    | Day  |  |
| 14' Utility Boat w th Motor (Work Boat)                                             | With Crew    | Day  |  |
| 12' Utility Boat with Motor (Work Boat)                                             | WithCrew     | Day  |  |
| 12' Utility Boat without Motor (Work Boat)                                          | WithCrew     | Day  |  |
| Tank Diver with Gear                                                                | Individual   | Hour |  |
| Hardhat Diver with Gear                                                             | Individual   | Hour |  |
| Scuba Bottle Refill (Air)                                                           | 80           | Each |  |
| Air Pump with multi Breathing lines                                                 | Brownie Lung | Day  |  |
| <b>Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)</b> |              |      |  |
| Light Tower                                                                         | w/ Generator | Day  |  |
| Office Trailer                                                                      | 40 Foot      | Day  |  |
| Storage Contatiner                                                                  | 40 Foot      | Day  |  |
| Portable Eyewash Station                                                            | OSHA Spec    | Day  |  |
| First Aid Station                                                                   | OSHA Spec    | Day  |  |
| Portable Toilet (Port a John)                                                       | Single       | Week |  |
| Observation Tower                                                                   | USACE Spec   | Each |  |

Sunken Vessel Removal

| Description                   | Unit            | Price |
|-------------------------------|-----------------|-------|
| Marine Salavage Operations    | Per Linear Foot |       |
| Less than 20 feet             |                 |       |
| 20 to 25 feet                 |                 |       |
| 25 to 30 feet                 |                 |       |
| Greater than 30 feet          |                 |       |
| Land Based Salavage Operation | Per Linear Foot |       |
| Less than 20 feet             |                 |       |
| 20 to 25 feet                 |                 |       |
| 25 to 30 feet                 |                 |       |
| Greater than 30 feet          |                 |       |

| Emergency Drinking Water and Ice Supply |  |            |          |            |
|-----------------------------------------|--|------------|----------|------------|
| Drinking Water                          |  |            |          |            |
| Cases                                   |  | Price/Case | Per Unit | Per Pallet |
| 1-75                                    |  |            |          |            |
| 75-375                                  |  |            |          |            |
| 376-750                                 |  |            |          |            |
| 751-1500                                |  |            |          |            |

| Ice Supply             |  |  |           |  |
|------------------------|--|--|-----------|--|
| Packaged Ice Delivered |  |  | Per Pound |  |

Emergency Sleeping Quarters

| Option 1                                   |                   | Option 2                                   | Unit Rental Price |
|--------------------------------------------|-------------------|--------------------------------------------|-------------------|
| 1 --- 168-Man Dormitory Structure          | Unit Rental Price | 200-Man Tension Tent                       |                   |
| Wood Floor w/ New Carpeting                |                   | Wood Floor w/ New Carpeting                |                   |
| Air Conditioning/Combination Heating Units |                   | Air Conditioning/Combination Heating Units |                   |
| Power Generation                           |                   | Power Generation                           |                   |
| Metal Halide Lighting Package              |                   | Metal Halide Lighting Package              |                   |
| 168 Cots                                   |                   | 168 1-lil-Spec Cots                        |                   |
| 2- Personnel Doors                         |                   | 2- Personnel Doors                         |                   |
| 1 to 4 Weeks Rental                        |                   | Uu to 4 Weeks Rental                       |                   |

| Dining Facilities                          |                   |                                            | Unit Rental Price |
|--------------------------------------------|-------------------|--------------------------------------------|-------------------|
| Option 1                                   |                   | Option 2                                   |                   |
| 1 Dining Structure for 350                 | Unit Rental Price | 1 Dining Sintclure for350                  |                   |
| Wood Floor                                 |                   | Wood Floor w/ EventPro Flooring            |                   |
| Air Conditioning/Combination Heating Units |                   | Air Conditioning/Combination Heating Units |                   |
| Power Generation                           |                   | Power Generation                           |                   |
| Metal Halide Lighting Package              |                   | Metal Halide Lighting Package              |                   |
| 2 -Personnel Doors                         |                   | 2 -Personnel Doors                         |                   |
| 64- 8' Banquet Tables                      |                   | 64- 8' Banquet Tables                      |                   |
| 512 Folding Chairs                         |                   | 512 Folding Chairs                         |                   |
| Up to 4 Weeks Rental                       |                   | Up to 4 Weeks Rental                       |                   |

| Restroom Facilities        |  |                 | Unit Rental Price |
|----------------------------|--|-----------------|-------------------|
|                            |  | Units for       |                   |
| Portable Toilet Facilities |  | 150-Person Camp |                   |
| Daily Cleaning & Service   |  | 250-Person Camp |                   |
| Up to 4 Weeks Rental       |  | 500-Pcrson Camp |                   |

| Shower Facilities            |  | Unit Rental Price | Laundry Facility     |  | Unit Rental Price |
|------------------------------|--|-------------------|----------------------|--|-------------------|
|                              |  |                   |                      |  |                   |
| 1 -14HeadShower Trailer Unit |  |                   | Laundry Trailer Unit |  |                   |

|                                                   |                        |
|---------------------------------------------------|------------------------|
| Provides Shower Service for 350 People            | Each Unit Contatins:   |
| Each Unit Contains:                               | Top Load Washer Units  |
| Private Changing Stalls & 36" x 36" Shower Stalls | Front Load Dryer Units |
| Propane-fired boiler system                       | Hot and Cold Water     |
| On-board water storage                            | Air Conditioning       |
| Air Conditioning                                  | Folding Table          |
| Trash Receptacles                                 | Trash Receptacles      |
| Up to 4 Weeks Rental                              | Up to 4 Weeks Rental   |

| Power Units       |                  |          |
|-------------------|------------------|----------|
| Units             | Per Day (24 hrs) | Per week |
| 25 kW Generator   |                  |          |
| 56 kW Generator   |                  |          |
| 100 kW Generator  |                  |          |
| 175 kW Generator  |                  |          |
| 250 kW Generator  |                  |          |
| 320 kW Generator  |                  |          |
| 500 kW Generator  |                  |          |
| 800 kW Generator  |                  |          |
| 1000 kW Generator |                  |          |
| 1500 kW Generator |                  |          |

- Notes:
1. Transportation charges to be included.
  2. Do not include cables and distribution boxes.
  3. Includes service and maintenance.

| Emergency Fuel Delivery/Management Price Schedule |                                               | Unit    | Price |
|---------------------------------------------------|-----------------------------------------------|---------|-------|
| Item/Equipment                                    | Description                                   |         |       |
| 550 gallon dual wall tank                         | Portable Storage Tank (Secondary Containment) | Per Day |       |
| 1,000 gallon single wall tank                     | Portable Storage Tank                         | Per Day |       |
| 1,000 gallon dual wall tank                       | Portable Storage Tank (Secondary Containment) | Per Day |       |
| 6,000 gallon or greater tank                      | Portable Storage Tank                         | Per Day |       |
| 12 Volt Fill-Rite Pump                            | Fuel Pump 13 GPM, includes nozzle             | Per Day |       |
| Portable Tank Delivery/Pickup                     | Delivery/Pickup Charge                        | Per Day |       |
| Portable Tank Cleanout l'ee                       | Cleanout of portable tank (if required)       | Per Day |       |
| Truck with Man                                    | Transport Truck w/trailer or Bobtail Truck    | Per Day |       |
| Fuel Tank Trailer Only                            | 7,500 to 8,500 gal capacity                   | Per Day |       |
| Mobile Fuel Station                               | 12,000 Gal capacity on trailer                | Per Day |       |
| FracTank                                          | 20,000 gallon frac tank                       | Per Day |       |
| Labor                                             | Man to operate fuel station or fuel vehicles  | Per Day |       |

| Fuel |             |                |            |
|------|-------------|----------------|------------|
| Item | Description | Purchase Price | Unit       |
| Fuel | Gasoline    |                | Per gallon |
| Fuel | Diesel      |                | Per gallon |

Emergency Satellite Telephone/Communication Services Price Schedule

| Satellite Phone Service |                 |
|-------------------------|-----------------|
|                         | Rate Per Minute |
| Per Satellite Phone     |                 |

Satellite Internet Service

Self-Contained Trailer Equipment

| Duration | Monthly Cost |
|----------|--------------|
| 3 month  |              |
| 6 month  |              |
| 9 month  |              |
| 12 month |              |

| Bandwidth         |              |
|-------------------|--------------|
| Service           | Monthly Cost |
| Disaster Response |              |

| Bandwithdth Service | Contention | Upload(Kbps) | Download(Mbps) | Volp lines |
|---------------------|------------|--------------|----------------|------------|
| Disaster Response   |            |              |                |            |

Description of services:

Each satellite unit should be equipped to provide wireless broadband internet and scalable so additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support\_\_\_\_\_ concurrent internet users from the base system. If necessary, can additional units can be brought in to support a larger camp population? Yes / No

Temporary Office Trailers, Mobile Command Center Price Schedule

Single Unit

Dimensions: Width= 8', Unit Length= 20'

| Category    | Rate | Unit      |
|-------------|------|-----------|
| Setup Fee:  |      | One time  |
| Single Unit |      | Per month |

Single Unit

Dimensions: Width= 8', Unit Length= 28'

| Category    | Rate | Unit      |
|-------------|------|-----------|
| Setup Fee:  |      | One time  |
| Single Unit |      | Per month |

Single Unit  
Dimensions: Width10', Unit Length=24'

| Category    | Rate | Unit      |
|-------------|------|-----------|
| Setup Fee:  |      | One time  |
| Single Unit |      | Per month |

Chemical Toilets Price Schedule

| Description           | Rate | Unit      |
|-----------------------|------|-----------|
| Port-o-let (per unit) |      | Per month |
| Port-o-let (per unit) |      | Per day   |

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units & Hose Price Schedule

| Description                        | Rate (Per Day) | Rate (Per Hour) | Rate (Per Wk) | Rate (Per Mnth) |
|------------------------------------|----------------|-----------------|---------------|-----------------|
| 4" Trash Pump Package              |                |                 |               |                 |
| 6" Trash Pump Package              |                |                 |               |                 |
| 6" Hvdraulic Pump with Power Pack  |                |                 |               |                 |
| 8" Hydraulic pump with Power Pack  |                |                 |               |                 |
| 12" Hydraulic pump with Power Pack |                |                 |               |                 |
| 4" discharge hose, 50' section     |                |                 |               |                 |
| 4" suction hose, 10' section       |                |                 |               |                 |
| 6" discharge hose, 50' section     |                |                 |               |                 |
| 6" suction hose, 10' section       |                |                 |               |                 |
| 8" discharge hose, 50' section     |                |                 |               |                 |
| 8" suction hose, 10' section       |                |                 |               |                 |
| 12" discharge hose, 50' section    |                |                 |               |                 |
| 12" suction hose, 10' section      |                |                 |               |                 |

Drying In, Decontamination, Mold Remediation, restoration Price Schedule

Categories/Descriptions

| Drying Equipment                        | Unit | Rate |
|-----------------------------------------|------|------|
| Dehumi ification Unit (50cfm-100cfm)    | Day  |      |
| Dehumidification Unit (110cfm-200cfm)   | Day  |      |
| Dehumidification Unit (220cfm-300cfm)   | Day  |      |
| Dehumidification Unit (500cfm-600cfm)   | Day  |      |
| Dehumidification Unit (1000cfm)         | Day  |      |
| Dehumidification Unit (2000cfm-2250cfm) | Day  |      |
| Dehumidification Unit (3500cfm)         | Day  |      |
| Dehumidification Unit (4500cfm-5000cfm) | Day  |      |
| Dehumidification Unit (8500cfm)         | Day  |      |
| Dehumidification Unt (15,000cfm)        | Day  |      |

Miscellaneous Equipment

|                                                           |      |  |
|-----------------------------------------------------------|------|--|
| 40 Ton AC Unit                                            | Day  |  |
| 100 Ton Chiller Unit                                      | Day  |  |
| 200 Ton Chiller Unit                                      | Day  |  |
| Air ComQressor {110 esi)                                  | Day  |  |
| Air Compressor (125 psi)                                  | Day  |  |
| Air Mover                                                 | Day  |  |
| Buffer, Floor                                             | Day  |  |
| Cart, Tilt/Demolition                                     | Each |  |
| Dolly, 2-WhV4-Whl/Drm/Whlbr                               | Each |  |
| Electrical Dist. Panel (Seider Box)                       | Each |  |
| Electrical Kit (Ext. Cord GF), Surge Protector            | Each |  |
| Extraction Unit (Portable)                                | Day  |  |
| Extraction Unit (Trailer)                                 | Day  |  |
| Filtration Unit                                           | Each |  |
| Fire Extin ishe                                           | Each |  |
| First Aid Kit                                             | Each |  |
| Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba | Each |  |
| HEPA Filtration Unit (10,000cfm)                          | Day  |  |
| HEPA Filtration Unit (2,000cfm)                           | Day  |  |
| Light, Portable                                           | Each |  |
| Light, Stand                                              | Each |  |
| Light, String                                             | Each |  |
| Mobile Commande Center                                    | Day  |  |
| Negative Pressure Recorder                                | Each |  |
| Ozone Machine                                             | Day  |  |
| Power Hand Tools (Sawzall, Circular Saw, Drill etc.)      | Day  |  |
| Pump, Small                                               | Day  |  |
| Pump, Flood                                               | Day  |  |
| Respirator, Negative Pressure (Half Face)                 | Each |  |
| Respirator, PAPR (Full Face)                              | Each |  |
| Radio, Job Site                                           | Day  |  |
| Shower/Wash Station                                       | Day  |  |
| Sprayer, Airless                                          | Each |  |
| Thermal Image Camera                                      | Day  |  |
| Trailer                                                   | Day  |  |
| Truck, 24ft                                               | Day  |  |
| Truck, Pick-Up                                            | Day  |  |
| Truck, Water Extraction                                   | Day  |  |
| Vacuum, (Wet/Dry)                                         | Each |  |
| Vacuum, HEPA                                              | Each |  |
| Van/Bus                                                   | Day  |  |

|                                                  |     |  |
|--------------------------------------------------|-----|--|
| Vent/Wall Cavity Drying Unit                     | Day |  |
| Wall Kit (Ladder, Fall Protection, Knives, Etc.) | Day |  |

Storage Containers

| Description   | Monthly Rate |
|---------------|--------------|
| 40' Conex Box |              |
| 20' Conex Box |              |

Hazardous Materials General Labor Price Schedule

| Title                | Level        | Unit     | Rate |
|----------------------|--------------|----------|------|
| Project Manager      | Upper Level  | Per hour |      |
| Mid Level Manager    | Middle Level | Per hour |      |
| Professional         | Upper Level  | Per hour |      |
|                      | Middle Level | Per hour |      |
|                      | Lower Level  | Per hour |      |
| Technical            | Upper Level  | Per hour |      |
|                      | Middle Level | Per hour |      |
|                      | Lower Level  | Per hour |      |
| Secreterial/Clerical |              | Per hour |      |
| Equipment Operator   |              | Per hour |      |
| Laborer              |              | Per hour |      |

Hazardous Materials Equipment/Materials Price Schedule

| Description                                         | Unit     | Rate |
|-----------------------------------------------------|----------|------|
| 250 gallon Poly Tank                                | Day      |      |
| Absorbant Boom -bags                                | Each     |      |
| Absorbant Pads - boxes                              | Each     |      |
| Air Compresor 185 cfm                               | Day      |      |
| Air Compresor Small                                 | Day      |      |
| Air sampling Vacuum Pump                            | Day      |      |
| Bladder Pump                                        | Day      |      |
| Cement - Bags                                       | Each     |      |
| Centrifugal Pump/Hoses                              | Day      |      |
| Chain saws                                          | Day      |      |
| Coil Rope                                           | Each     |      |
| Concrete Saw                                        | Day      |      |
| Conductivity, ph, thermometer Set                   | Day      |      |
| Contaminated Material - total tons                  | Tons     |      |
| Core Drill w. 611 bit                               | Day      |      |
| Data logger with Transducers                        | Day      |      |
| Disposable 1 micron Filter                          | Each     |      |
| Dissolved Oxygen Meter                              | Day      |      |
| Double Ring Infiltrometer                           | Day      |      |
| Drum Roller compactor                               | Hour     |      |
| Electric Hand Tools (drill, saw, sander etc)        | Ea/day   |      |
| Explosimeter                                        | Day      |      |
| Gas Chromatograph, portable                         | Day      |      |
| Ground Pernertrating Radar                          | Day      |      |
| Hand Auger                                          | Day      |      |
| Hand Tools per employee                             | Day      |      |
| Harbour Boom                                        | ft/day   |      |
| High Pressure Steam Cleaner                         | Day      |      |
| Mini Excavator                                      | Hour     |      |
| Oil Water probe                                     | Day      |      |
| OVA                                                 | Day      |      |
| Plate Compactor                                     | Day      |      |
| Ponar Dredge sampler                                | Day      |      |
| Portable Light stand                                | Day      |      |
| Portable Sampler (Peristaltic pump)                 | Day      |      |
| Safety Equipment Level C                            | Day      |      |
| Safety Equipment Level D                            | Day      |      |
| Sediment Sampler                                    | Day      |      |
| Street Sweeper                                      | Day      |      |
| Surveying Equipment                                 | Day      |      |
| Teflon Bailer                                       | Day      |      |
| Teflon Tubing                                       | Foot     |      |
| Traffic control Vests cones barriers etc            | Day      |      |
| Turbidity Meter                                     | Day      |      |
| Visqueen - Rolls                                    | Each     |      |
| Water level Indicator                               | Day      |      |
| Well and Well screens                               | Each     |      |
| Well Point Install                                  | Each     |      |
| WellPoint Rental                                    | Day      |      |
| workboat w/o motor                                  | Day      |      |
| YSI Meter/ Multi meter                              | Day      |      |
| Personal Protective Equip., Level A (Dupont RS562T) | Per Unit |      |
| Personal Protective Equip., Level B (Dupont R3123T) | Per Unit |      |
| Personal Protective Equip., Level C (Dupont C2127T) | Per Unit |      |
|                                                     |          |      |
| Air Filtration Panel                                | Day      |      |
| Airline Respirator                                  | Day      |      |
| High Hazard Personnel Decontamination               | Per Kit  |      |
| Low Hazard Personnel Decontamination                | Per Kit  |      |
| Personnel Retrieval System                          | Day      |      |
| Personnel Retrieval Harness                         | Day      |      |
| Combustible Gas Indicator                           | Day      |      |
| Toxic Gas Detector                                  | Day      |      |



|                                                         |            |  |
|---------------------------------------------------------|------------|--|
| Photoionization Dectector                               | Day        |  |
| Hazmat Kit                                              | Day        |  |
| Hand Auger, Stainless Steel                             | Day        |  |
| Hand Operated Transfer Pump                             | Day        |  |
| 1" Diaphram Pump (1" )                                  | Day        |  |
| 2" Diaplur-am Pump (2")                                 | Day        |  |
| 2" Diaphragm Pump S.S. (2" S.S.)                        | Day        |  |
| 3" Diaphragm Pump (3 " )                                | Day        |  |
| 6" Diaphragm Pump (6")                                  | Day        |  |
| 1' Suction or Discharge Hose (1")                       | Day        |  |
| 2" Suction or Discharge Hose (2")                       | Day        |  |
| 3" Suction or Discharge Hose (3")                       | Day        |  |
| 6" Suction or Discharge Hose (6")                       | Day        |  |
| 2" Chemical Suction or Discharge Hose (2")              | Day        |  |
| 3" Chemical Suction or Discharge Hose (3")              | Day        |  |
| 6" Chemical Suction or Discharge Hose (6")              | Day        |  |
| Diesel Powered Generator 60-80kw                        | Day        |  |
| Electrical Cord Station 50'                             | Day        |  |
| Spike Bar                                               | Each       |  |
| Airless Spray (With operator)                           | Day        |  |
| Pressure Washer (With operator)                         | Day        |  |
| Waterhose Section (Garden)                              | Each       |  |
| Cutting Torch (With operator)                           | Day        |  |
| Wire Welder (With operator)                             | Day        |  |
| Air Blower (With operator)                              | Day        |  |
| HEPA Vac (With operator)                                | Day        |  |
| Barrel Cart                                             | Day        |  |
| WheelbmTow                                              | Day        |  |
| Oil Dry Spreader                                        | Day        |  |
| Traffic Control Vest, Cones, Flags, Barrels, etc        | Day        |  |
| Drill w/ Bits                                           | Day        |  |
| Grounding Cable and Rod                                 | Day        |  |
| Circular Saw                                            | Day        |  |
| Hand Tool per employee *(shovels, brooms etc.)          | Day        |  |
| Tool Kit (Hammers, Pliers, Screwdrivers)                | Day        |  |
| Wrench Kit (Bung wrench, speed, etc)                    | Day        |  |
| Step Ladder                                             | Day        |  |
| Extension Ladder                                        | Day        |  |
| Photographic Equipment                                  | Day        |  |
| Level A Suit (Kappler Responder)                        | Each       |  |
| Level B Suit (Kappler Responder)                        | Each       |  |
| Level C Suit (Kappler Responder)                        | Each       |  |
| Tyvek Coveralls (DuPont)                                | Each       |  |
| Proshield (DuPont NG127s)                               | Each       |  |
| Saranex (DuPont SL1271)                                 | Each       |  |
| Acid Suit                                               | Each       |  |
| Rain Suit                                               | Each       |  |
| Neoprene Gloves, Pair                                   | Pair       |  |
| Nitrile Gloves, Pair                                    | Pair       |  |
| Silvershied Gloves                                      | Pair       |  |
| PVC Gloves                                              | Pair       |  |
| Cotton or Latex Gloves                                  | Pair       |  |
| Leather Work Gloves                                     | Pair       |  |
| PVC Boots (Raz Mat)                                     | Pair       |  |
| Boot Covers                                             | Pair       |  |
| Hearing Protection                                      | Pair       |  |
| Detector Tubes                                          | Each       |  |
| Ph Paper                                                | Pack       |  |
| Spill Classifier                                        | Each       |  |
| Respirator Airline 501 Section                          | Each       |  |
| Respirator Cartridges                                   | Pair       |  |
| Handheld Radios                                         | Each       |  |
| 5"x10' Absorbent Boom-Petroleum (CEP-WB510)             | Bale of4   |  |
| 8"x10' Absorbent Boom-Petroleum (CEP-WB810)             | Bale of4   |  |
| 3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)         | Bale of4   |  |
| Absorbent Pads Bundle-Petroleum (CEP-WP 1 OOH or equal) | Bundle     |  |
| Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)    | Bundle     |  |
| Oil Dry (CEP-FLAB50 or equal)                           | Bag (40lb) |  |
| Peat Moss (CEPEXSORB or equal)                          | Bag        |  |
| Vermiculite (CEP-VERM4 or equal)                        | Bag        |  |
| Soda Ash Bag (CEP-SODASH or equal)                      | Bag        |  |
| 4 mil 20x100 polyethylene (4 mil)                       | Roll       |  |
| 6 mil 20x100 polyethylene (6 mil)                       | Roll       |  |
| 6 mil bags (6 mil)                                      | Case       |  |
| Duct Tape (NIA)                                         | Roll       |  |
| 55 Gallon Drum Overoak (CEP-1230YE or equal)            | Each       |  |
| 55 Gallon Drum Liners (10 mil)                          | Each       |  |
| Fiber Drums (55 gallon)                                 | Each       |  |
| 30 Gallon Overpak (CEP-1230YE or equal)                 | Each       |  |
| 95 Gallon Overpak (CEP-1237YE or equal)                 | Each       |  |
| DOT Hazardous Waste Lables (DO1)                        | Box        |  |
| Fire Extinguisher                                       | Each       |  |
| Caution/Hazard Tape                                     | Roll       |  |
| Respirator Wipes                                        | Box        |  |
| Chern Tape , 10' roll (Kappler )                        | Roll       |  |

# FEDERAL EMERGENCY MANAGEMENT AGENCY STUMP CONVERSION TABLE

## Stump Conversion Table

### Diameter to Volume Capacity

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

$$\frac{[(\text{Stump Diameter}^3 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^3 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

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

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

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

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

THE STATE OF TEXAS   §  
                                          §  
COUNTY OF HIDALGO   §

**CONTRACT FOR SERVICE  
C-26-0404-XX-XX**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ **2026**, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "County"), and \_\_\_\_\_ ("Company").

**WHEREAS**, County requested responses to notices for Request for Proposals (RFP) for: **“Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous Related 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 has submitted the lowest and best bid to meet 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 **MONTH XX, 202X** and expiring on **MONTH XX, 202X**, 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:                      Company Name:  
                                                 Attn:  
                                                 Address  
                                                 City, State, Zip Code

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** **Month 00, 20**.

**Agenda Item No.**

**Executive Office:** \_\_\_\_\_

**VENDOR:**

Company Name

**COUNTY:**

COUNTY OF HIDALGO, Texas

\_\_\_\_\_  
Name, Title

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

**APPROVED AS TO FORM**

Office of the Hidalgo County  
Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
ADA NAME, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

(If Applicable)

**SUPPLEMENTAL SIGNATURES:**

(If Applicable)