THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

FILED
AT 11:15 O'CLOCK A. M
SEP 03 2019
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

SERVICE CONTRACT

C-19-074-08-27

THIS CONTRACT is made and entered into this **27th** day of **August, 2019** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Ceres Environmental Services, Inc.** ("Company").

WHEREAS, Company has proposed and agreed to provide Debris Removal & Disposal (the "Services") in accordance with the following:

a. Hidalgo County's Request for Proposals # 2019-074-05-01-YSS,

b. Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal and Worksheet (sometimes collectively the "Proposal Package" are incorporated and attached as Exhibits A and B respectively;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the terms and conditions of the Proposal Packet, the Commissioners Court of County awarded the contract bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services as a ***Primary*** provider of the Services in accordance with the Proposal Package within **Hidalgo County** following a request for Services by the Department Head or his 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.

3. The term of this Agreement shall begin on August 27, 2019 through August 26, 2021 and may be extended on the same terms and conditions at the **option** and **sole discretion** of the County for three (3) additional one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

County will award debris management services contracts to a "Primary", "Secondary" and "Tertiary" vendor for services to be rendered through effective period of this Contract. Company agrees in situations when the "Primary" Service Provider does not and/or not adequately perform in accordance with comply with the specifications, requirements, terms, conditions, obligations contained within this Contract, Hidalgo County reserves the right to seek the Services from the "Secondary" Service Provider. In such event, County shall charge the "Primary" Service Provider the difference for any additional cost of Services.

Hidalgo County reserves the right to continue this Contract for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. 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 during the term hereof to provide the Services.

5. 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.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act. Tex. Govt.CodeCh.2251.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverage and in the amounts described herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

Workers Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit

Professional Liability	U.S. $1,000,000 per claim and in the aggregate

Additionally, the certificates must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: Ceres Environmental Services, Inc. (Primary)
Attn: Dawn Brown, Assistant Corporate Secretary
9945 Windfern Road
Houston, Texas 77064

13. 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.

14. County may terminate this Agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

15. 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.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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.Local.Govt.** 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 the other party, 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 Agreement at the expiration of each budget period of County in accordance with Tex.Local.Govt.Code §271.903.

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **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.

20. **Nondiscrimmation.** 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 part of this agreement for all purposes.

21. **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 contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.326, 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.

23. Hidalgo County has the authority to utilize cooperative purchasing State Contracts and contracts under cooperative purchasing when it is in the County's best interest to do so.

WITNESS our hands in duplicate originals this 27th day of August, 2019.

COUNTY OF HIDALGO

Richard F. Cortez, County Judge

COMPANY:

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Viña III, Assistant District Attorney

APPROVED BY COMMISSIONERS' COURT ON: 8/27/19

Exhibit A: Hidalgo County's RFP-Debris Removal & Disposal
Exhibit B: Contractor Pricing Worksheet
Exhibit C: Insurance

EXHIBIT "A"

HIDALGO COUNTY'S RFP-DEBRIS REMOVAL & DISPOSAL

PURCHASING DEPARTMENT
County of Hidalgo

2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

MEMORANDUM

TO: All Participating Vendors

FROM: Yvette Salinas, Contract Specialist III
Hidalgo County Purchasing Department

DATE: April 25, 2019

RE: QUESTIONS AND ANSWERS: Hidalgo County-Debris Removal & Disposal
RFP NO: 2019-074-05-01-YSS

Please see following **questions and answers** for the above referenced project:

1. …correct number of originals copies, and electronics to be submitted with response?
One (1) original, One (1) copy, Two (2) CDs/USBs (electronic) should be submitted with response.

2. …is there work to be done now or is this for future work?
As needed in the future.

3. …will tipping fees be considered a passthrough …or do we need to add disposal fees to our price proposal?
Please see Requirements; page 16: "The County will arrange and incur all tipping fees at approved Final Disposal Site(s)."

4. Did the <County> have any impacts after Hurricane Harvey? If so, can you please tell me the number of cubic yards removed of Vegetation & C&D?
Hidalgo County did not have an impact after Hurricane Harvey.

5. Will Pricing Section B be evaluated? If so, what weight will it hold?
Yes it will be, please refer to Addendum #1.

6. Can I get …current contract pricing for these services?
Hidalgo County does not have a current contract for these services.

7. …legal notice says…proposer's affidavit is Exhibit J….confirm there is no exhibit J and…the Proposer's Affidavit is Exhibit E.
Correct, there is no Exhibit J, the Proposer's Affidavit is Exhibit E.

8. Are we required to submit Exhibit I FHWA 1273 with the proposal submittal?
No.

9. If the CIQ form is not applicable do we need to submit it with the proposal marked as N/A or do we leave it out?

If not applicable then you may submit it marked N/A.

10. P.2 of exhibit A says the title of the RFP is "disaster Debris Clearance, Removal & Other Miscellaneous Services" but p.2 of the Legal Notice says it's "Debris Removal and Disposal"…Which is correct?

"Debris Removal and Disposal" is correct, please refer Addendum #1.

11. Please confirm that we do not need to submit the service contract with the proposal.

A draft service contract was provided in the RFP, one is not required with your submittal.

12. There are multiple signatures required throughout the RFP which are not in…required forms…does County want entire bid packet returned with the proposal submitted?

The required documents are listed on the RFP Submittal Checklist, all others are at your discretion.

13. Does the questionnaire need to be answered in the exact order the questions are given or can ...required information be in a way that flows better?

Please reply to questions in the order they are in. In addition, you may include the answers in the Miscellaneous Information section in the order that you prefer.

14. Do the CIQ and the Vendor application need to be returned to another location and at a different time than the bid opening?

They both must be included with your response, please refer to RFP Submittal Checklist indicating what must be submitted in the RFP response.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 25, 2019

RE:
ADDENDUM NO. 1
FOR RFP No.: 2019-074-05-01-YSS
"Debris Removal & Disposal"-Hidalgo County

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's request for proposals for **"Debris Removal & Disposal".**

Please acknowledge receipt *of* ***ADDENDUM NO. 1*** by signing and returning this notice with your packet submittal.

If you do not receive all pages of this **ADDENDUM** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM** will complete your packet for Hidalgo County's **"Debris Removal & Disposal".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures
MLS/yss

ADDENDUM NO.1

April 25, 2019

"Debris Removal & Disposal"
RFP NO.: 2019-074-05-01-YSS

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please remove Exhibit "B"-Evaluation Criteria & Form & **replace** with attached *Revised* Exhibit B-Evaluation Criteria & Form.

2. Please remove Requirements Page 2 and **replace** with attached *Revised* Requirements Page 2.

3. Please remove Requirements Page 4 and **replace** with attached *Revised* Requirements Page 4.

4. Please remove Requirements Page 12 and **replace** with attached *Revised* Requirements Page 12.

I acknowledge receipt of ADDENDUM NO. 1 dated, April 25, 2019 for RFP-"Debris Removal & Disposal"-Hidalgo County.

BY: _____
Signature
Print Name:_____
Company Name:_____
Date: _____

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PROPOSAL PACKET IN ORDER TO COMPLETE THE PROPOSAL.

REVISED

EXHIBIT B

SELECTION/EVALUATION CRITERIA

REQUEST FOR PROPOSALS

For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation for some proposers. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of Hidalgo County's Commissioners Court.

Hidalgo County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

During the evaluation process, Hidalgo County may request Proposer's representative to answer questions regarding the proposal. Failure of the Proposer to demonstrate that the claims made in its proposal are try may be sufficient cause for deeming a proposal non-responsive.

1. **Experience, References, Reputation, and Compliance with RFP Requirements** **20 Points**
   - Firm background, history and overall experience in performing proposed work.
   - Experience in managing debris removal and disposal services within State and Federal rules and guidelines.
   - Personnel, experience, training and qualifications of firm and key staff.
   - Financial stability.

2. **Debris Management Services** **30 Points**
   - Response time, Debis Management Plan and capacity to quickly respond to large volumes of debris removal.
   - Experience including, ROW, C&D debris, marine debris, property, structure, demolition and vessel removal.
   - Procedures for documentation and verification of debris removal services.
   - Ability to ensure debris is collected, sorted and transported safely, and reduced appropriately.
   - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) community types (for example, rural, urban, and suburban).

3. **Responsiveness of Proposal and Compliance with RFP Requirements** **15 Points**
   - Demonstrated understanding of Hidalgo County's needs.
   - Demonstrated understanding of requirements of the RFP and Contract.
   - Quality of proposal and impression of response as it relates to project scope of work.

4. **Support and Training** **15 Points**
   - Demonstrated experience and ability to assist/train Hidalgo County prepare before event.
   - Demonstrated experience and ability to support and train Hidalgo County during event.
   - Demonstrated experience and ability to support and follow through with Hidalgo County after event.

5. **Pricing** **20 Points**
   - Price Proposal Worksheet A - 15%
   - Price Proposal Worksheet B - 5%

Total Points: 100 Points

REVISED

EXHIBIT B

EVALUATION FORM

Hidalgo County

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

SELECTION CRITERIA	POINTS	SCORE
1) Experience, References, Reputation, and Compliance	**(maximum points 20)**	
• Firm background, history and overall experience in performing proposed work.	[redacted]	
• Experience in managing debris removal and disposal services within State and Federal rules and guidelines.		
• Personnel, experience, training and qualifications of firm and key staff		
Comments/Rationale for points:	**TOTAL**	
2) Debris Management Services	**(maximum points 30)**	
• Degree of Hidalgo County liability in proposed debris management methods	[redacted]	
• Breadth of service and number of contracts Contractor can handle		
• Debris management methods and commitment to Hidalgo County debris management preferences		
• Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)		
• Ability to ensure debris is collected, sorted transported safely, and reduced appropriately		
• Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) community types (for example, rural, urban, and suburban)		
Comments/Rationale for points:	**TOTAL:**	
3) Responsiveness of Proposal	**(maximum points 15**	
• Demonstrated understanding of Hidalgo County's needs	[redacted]	
• Demonstrated understanding of requirements of the RFP and Contract		
• Quality of proposal and impression of response as it related to project		
Comments/Rationale for points:	**TOTAL:**	
4) Support and Training	**(maximum points 15)**	
• Demonstrated experience and ability to assist/train Hidalgo County prepare before event	[redacted]	
• Demonstrated experience and ability to support and train Hidalgo County during event		
• Demonstrated experience and ability to support and follow through with Hidalgo County after event		
Comments/Rationale for points:	**TOTAL:**	
5) Pricing	**(maximum points 20)**	
• Based on Price Proposal Worksheets A & B	[redacted]	
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE	

Firm Name:_____ Date:_____

Evaluator:_____ Dept:_____

Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for ***"Debris Removal & Disposal"***. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Debris Removal & Disposal"*** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, May 01 2019. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Hidalgo County Administration Building-Purchasing Department
Attn: Martha L. Salazar, CPPB, HC Purchasing Agent
RFP No: 2019-074-05-01-YSS

US Postal Mail Address: 2812 S. Business Hwy 281, Edinburg, Texas 78539

Physical Address: 2802 S. Business Hwy. 281, Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that question, inquiries and/or clarifications for the proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: BY NO LATER THAN Wednesday, **April 24, 2019** at 5:00 P.M. Responses will be sent to all applicants by Friday, **April 26, 2019**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is one (1) not the result of Collusion as described in the Proposer's Affidavit; two (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:
A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS: All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer or respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II: REQUIREMENTS/SCOPE OF SERVICES/ QUALIFICATIONS

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY. ENSURE THAT YOUR PROPOSAL INCLUDES ALL FORMS REQUIRED.

PROJECT OVERVIEW:
Hidalgo County is seeking proposals for *Debris Removal & Disposal* and intends to enter into contract with one (1) primary, one (1) secondary and one (1) tertiary service providers as directed by the County in order to eliminate and/or reduce immediate threats to public health and safety in accordance with the Stafford Act and Federal Emergency Management Agency ("FEMA") policies and guidelines. The County's goal is to complete the debris removal and disposal process within ninety (90) days if the entire area of the County is accessible during that period. The resulting contract will be utilized on an "as needed" basis for disaster debris removal and disposal services.

Due to the unpredictability of both natural and man-made disasters the exact type and amount of services cannot be determined; therefore, the County shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the County's need for such services in the event of disaster. The County does not guarantee any specific amount of work under a contract resulting from this request for proposal.

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. It is the intent of this solicitation to enter into pre-event contracts, which would result in no immediate cost to the County, and which must meet FEMA guidelines established as found in FEMA Debris Management Guide (FEMA publication 325).

The qualified providers can 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.

Hidalgo County is aware and appreciative of the time and effort you expend in preparing and submitting proposals to the County. Please notify the designated person in writing of any bid requirements that are

USDA ..... United States Department of Agriculture
VOCs ..... Volatile Organic Compounds

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 Questionnaire Section Questions I. and J.)*

Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

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

EQUIPMENT:

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

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

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.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TABLE OF CONTENTS

REQUEST FOR PROPOSALS (RFP)

HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Proposal Letter	1
2.	Request for Proposals-Legal Notice	11
3.	Exhibit "A"- Requirements/Scope of Services	37
4.	Pricing Worksheet-A	2
5.	Pricing Worksheet-B	4
6.	Stump Conversion	1
7.	References	2
8.	Exhibit "B"-Evaluation Criteria & Form	3
9.	Exhibit "C"-Insurance Requirements	4
10.	Exhibit "D"-Conflict of Interest Questionnaire (CIQ)	2
11.	Exhibit "E" Proposer's Affidavit	1
12.	Vendor/Bidder Application & W-9 Form	6
13.	Exhibit "F"-Certification Regarding Debarment	1
14.	Exhibit "G"- Title VI Appendices "A" thru "E"	6
15.	Exhibit "H"- Required Contract Clauses for Contracts Under Federal Award	15
16.	Exhibit "I", FHWA1273	13
17.	Draft Agreement	11
18.	Submittal Checklist	1

The above mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail. Thank you.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 15, 2019

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Proposals -**"Debris Removal & Disposal"**
RFP No: 2019-074-05-01-YSS

Dear Sir/Madam:

Enclosed, please find the Request for Proposals (RFP) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Proposals process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4874.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*yss*
Enclosures

REQUEST FOR PROPOSALS (RFP)

HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

Acceptance Date:

May 01, 2019

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Project Contract Specialist Contact Information:
Yvette Salinas, Contract Specialist III
(956) 318-2626 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed bids will be received for **Hidalgo County-"Debris Removal & Disposal",** in accordance with the specifications attached as Exhibit "A" hereto. Responses should address all specifications set forth. Bidders (may also be referred to as respondents, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original (original must be one sided ad clearly marked original), one (1) copy and six (6) CDs/USBs of responses are required,** with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFB: 2019-074-05-01-YSS Hidalgo County-"Debris Removal & Disposal",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **on or before 9:30 am, Wednesday, May 01, 2019.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE AND/OR PACKAGE IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities or to accept the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your Bid:

   1. Legal Notice (See **page 11**);
   2. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
   3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
   4. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
   5. Certification Regarding Debarment (See **Exhibit "F"**);
   6. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit "H"**);
   7. Proposer's Affidavit (See **Exhibit "J"**); and
   8. SAMS.gov Registration Acknowledgement (See **Number 17** below).

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible

respondent or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (*90*) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
- At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)

d) Notation - **Hidalgo County-"Debris Removal & Disposal"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**May 01, 2019**
Award of Contract:	2019
Commence Work or Deliver Products:	2019

16. HIDALGO COUNTY HOLIDAYS:

2019 YEAR	
New Year's Day	**01/01/19**
Martin Luther King Day	**01/21/19**
President's Day	**02/18/19**
Good Friday	**04/19/19**
Memorial Day	**05/27/19**
Independence Day	**07/04/19**
Labor Day	**09/02/19**
Columbus Day	**10/14/19**
Veteran's Day	**11/11/19**
Thanksgiving Day	**11/28/19-11/29/19**
Christmas Day	**12/24/19-12/25/19**
New Year's Eve	**12/31/19**

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- 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.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

- **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.**

18. TITLE VI NOTICE/ NONDISCRIMINATION

a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, 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 under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices "A" through "E") are hereby attached as **Exhibit "G"**. The County's entire Title VI policy may be found at https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan and is hereby incorporated by reference.

b) The following required statement and the applicable provisions of the Title VI Appendices "A" through "E" expanding these protections to the categories described herein are hereby incorporated by reference as applicable.

   - "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 bidders 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".

c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices "A" through "E", to which it is obligated to provide or submit as part of the bid.

   - If applicable, Form FHWA 1273 – "*Required Contract Provisions Federal-Aid Construction Contracts*", must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and

all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit "I"**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

ETHICAL STANDARDS:

- 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 qualification 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.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

  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 the bid, RFP, or RFQ 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. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "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.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as

Exhibit "D", the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP No. 2017-074-05-01-YSS as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to yvette.salinas@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (*30*) DAYS **FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT** TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

21. If during the life of any contract, or qualification awarded, the successful respondents' 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 County.

22. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics; and
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any 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 County with thirty (*30*) days written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise, perform in accordance with the requirements.

27. **Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.**

28. 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 Request for Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (*2*) business days at no expense to County. Items that are not picked up within one (*1*) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.

30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (*3*) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.

32. CONTRACTS SUBJECT TO FEDERAL AWARD:

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at https://www.hidalgocounty.us/805/County-Administrative-Policies) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.

- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (*See* 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e…subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (*See* Hidalgo County Policy: "*Procedures for Selection and Contracting of Professional Service*

Providers for Federal Road Projects" found at https://www.hidalgocounty.us/805/County-Administrative-Policies, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).

33. 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. (*See* **Exhibit "E"** for requirements).

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 sub-contractors 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.

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.

34. Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Qualifications
For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Table of Contents presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Requirements

Request for Proposals (RFP)

For

HIDALGO COUNTY

"Debris Removal & Disposal"

RFP No.: 2019-074-05-01-YSS

Proposals Acceptance Due: **May 01, 2019, 9:30 am**

Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for **"Disaster Debris Clearance, Removal & Other Miscellaneous Related Services"**. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Disaster Debris Clearance, Removal & Other Miscellaneous Related Services"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, May 01 2019. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Hidalgo County Administration Building-Purchasing Department
Attn: Martha L. Salazar, CPPB, HC Purchasing Agent
RFP No: 2019-074-05-01-YSS

US Postal Mail Address: 2812 S. Business Hwy 281, Edinburg, Texas 78539

Physical Address: 2802 S. Business Hwy. 281, Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that question, inquiries and/or clarifications for the proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: BY NO LATER THAN Wednesday, **April 24, 2019** at 5:00 P.M. Responses will be sent to all applicants by Friday, **April 26, 2019**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is one (1) not the result of Collusion as described in the Proposer's Affidavit; two (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:
A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Respondents, during the performance of this agreement, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **will not** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the respondent's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the respondent's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY:
Hidalgo County requires respondent, when hand delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the sealed envelope and/or sealed package.

SIGNING OF PROPOSALS:
In order to be considered all proposals **must** be signed. **Please sign the ORIGINAL IN blue ink.**

NUMBER OF ORIGINALS:
One (1) Original (**original must be one (1) sided and clearly marked as original**), one (1) Copy, and two (2) CD/USB in PDF format containing a complete copy of Response is required.

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

SUBCONTRACTING-ASSIGNMENTS:
The successful respondents may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM: The term of the proposal contract will be for a period of two (2) years. Hidalgo County may in its sole discretion elect the option to extend the contract for three (3) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS: All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer or respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II: REQUIREMENTS/SCOPE OF SERVICES/ QUALIFICATIONS

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY. ENSURE THAT YOUR PROPOSAL INCLUDES ALL FORMS REQUIRED.

PROJECT OVERVIEW:
Hidalgo County is seeking proposals for Disaster Debris Clearance, Removal & Other Miscellaneous Services and intends to enter into contract with one (1) primary, one (1) secondary and one (1) tertiary service providers as directed by the County in order to eliminate and/or reduce immediate threats to public health and safety in accordance with the Stafford Act and Federal Emergency Management Agency ("FEMA") policies and guidelines. The County's goal is to complete the debris removal and disposal process within ninety (90) days if the entire area of the County is accessible during that period. The resulting contract will be utilized on an "as needed" basis for disaster debris removal and disposal services.

Due to the unpredictability of both natural and man-made disasters the exact type and amount of services cannot be determined; therefore, the County shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the County's need for such services in the event of disaster. The County does not guarantee any specific amount of work under a contract resulting from this request for proposal.

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. It is the intent of this solicitation to enter into pre-event contracts, which would result in no immediate cost to the County, and which must meet FEMA guidelines established as found in FEMA Debris Management Guide (FEMA publication 325).

The qualified providers can 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.

Hidalgo County is aware and appreciative of the time and effort you expend in preparing and submitting proposals to the County. Please notify the designated person in writing of any bid requirements that are

causing you difficulty in responding to our proposal. We want to make the process as convenient as possible so that all responsible vendors can compete for the County's business. Given the urgent nature of the services requested herein, the County regrets any errors or omissions to this document, and request Contractor's understanding and acceptance of corrections of minor issues or irregularities which may need to be perfected prior to issuance of a contract.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on **Wednesday, April 24, 2019** at the Hidalgo County Purchasing Department Conference Room located in the Hidalgo County Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas 78539 **at 2:00 pm CST.** ***IT IS HIGHLY RECOMMENDED THAT ALL PROPOSERS ATTEND THE PRE-PROPOSAL CONFERENCE.*** Firms may ask questions about the Request for Proposal process during this conference. Questions and answers will be made in the presence of all attendees. If a question cannot be answered during the conference, answers will be provided via written addendum. Prospective proposers should bring a copy of the RFP to the pre-proposal conference.

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.

Please advise who will be attending the pre-proposal conference by providing the name of the proposer and the number of attendees via email to yvette.salinas@co.hidalgo.tx.us by 9:00 am on April 24, 2019.

PROPOSAL OUTLINE AND CONTENT:

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information. At proposer's option, brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

Proposals must be submitted on 8-1/2" x 11" in paper.

Submittals must be in the following order: (label each section as follows)

1. Forms – the forms requiring signatures – Page 11 of Legal Notice, Exhibits C, D, E, F, H, Vendor/Bidder Application & W-9, SAMS.gov Registration Acknowledgment clause, and any issued Addenda (required)
2. Proposer's Cost for Services – include the Pricing Worksheet-A & Pricing Worksheet-B
3. References – vendor may use "References" Exhibit. Additional information may be added on a separate page behind References Exhibit.
4. Proposer's Experience and Qualifications – include the responses to **QUESTIONNAIRE** on Requirements Page 13.
5. Proposer's Equipment List – as described on Requirements Page 12 **EQUIPMENT**.
6. Additional Services, Additions, or Deletions – as described on Requirements page 12 **ADJUSTMENTS, ADDITIONS OR DELETIONS**.
7. Miscellaneous Information – Value added services, exceptions, etc.

DEFINITIONS AND ACRONYMS:

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.

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

SUBCONTRACTING:

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project along with a description of their respective duties. (See Section XIV. Questions I. and J.)

Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

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

EQUIPMENT:

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

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

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.

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 twenty-four (24) 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.

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 pubic and/or private vegetative debris
- Second pass of the removal of pubic 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 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 70 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 70-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 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.

    3)

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 consists 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.

SELECTION EVALUATION CRITERIA:

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation for some proposers. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of Hidalgo County's Commissioners Court.

Hidalgo County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

During the evaluation process, Hidalgo County may request Proposer's representative to answer questions regarding the proposal. Failure of the Proposer to demonstrate that the claims made in its proposal are try may be sufficient cause for deeming a proposal non-responsive.

Experience, References, Reputation, and Compliance **20 Points**

- Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
- Personnel experience and training
- Financial stability

2. **Debris Management Services** **30 Points**
   - Degree of Hidalgo County liability in proposed debris management methods
   - Breadth of service and number of contracts Contractor can handle
   - Debris management methods and commitment to Hidalgo County debris management preferences
   - Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
   - Ability to ensure debris is collected, sorted transported safely, and reduced appropriately
   - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) community types (for example, rural, urban, and suburban)

3. **Responsiveness of Proposal**
   15 Points
   - Demonstrated understanding of Hidalgo County's needs
   - Demonstrated understanding of requirements of the RFP and Contract
   - Quality of proposal and impression of response as it related to project

4. **Support and Training** **15 Points**
   - Demonstrated experience and ability to assist/train Hidalgo County prepare before event
   - Demonstrated experience and ability to support and train Hidalgo County during event
   - Demonstrated experience and ability to support and follow through with Hidalgo County after event

5. **Pricing** **20 Points**

- Based on Hidalgo County's most recent contracts/pricing and 2 Page Standard Pricing Worksheet

Total Points: 100 Points

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.

Pricing Worksheet-A

Date: 4/12/2019

[Submitted by: ENTER FIRM NAME
for Hidalgo County, TX 2019]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE	To be Completed By Vendor ▼	To be Completed By End User ▼	
2 ROW Vegetative Debris Removal (Collect & Haul) 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
3 ROW C&D Debris Removal (Collect & Haul) 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
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible non-RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total
		100	$0.00
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total
		100	$0.00
6 DMS Management and Operations 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
7 Reduction of Debris Through Grinding 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
8 Reduction of Debris Through Air Curtain Incineration 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
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	$ Per Cubic Yard	Estimated CY	Total
		2,640,300	$0.00

Notes:

[Submitted by: ENTER FIRM NAME
for Hidalgo County, TX 2019]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

	To be Completed By Vendor ▼	To be Completed By End User ▼	
10 Removal of Eligible Hazardous Leaning Trees and Hanging Limbs 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.	$ Per Tree	Estimated Trees	Total
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
11 Removal of Eligible Hazardous Stumps 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.	$ Per Stump	Estimated Stumps	Total
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
12 Removal of Eligible White Goods 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.	$ Per Unit	Estimated Units	Total
		100	$0.00
13 Removal of Eligible Used Electronics 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.	$ Per Unit	Estimated Units	Total
		50	$0.00
14 Removal of HHW 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.	$ Per Pound	Estimated Units	Total
		100	$0.00
~~15~~ Abandoned Eligible Vessel and Vehicle Removal 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.	$ Per Unit	Estimated Units	Total
		50	$0.00
16 Eligible Animal Carcass Removal and Disposal 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.	$ Per Unit	Estimated Units	Total
		100	$0.00
Total Estimated Contract Price			$ -
(Total Price in words: and No Cents)		*Enter Firm Name)*	

Pricing Worksheet - B

First Response (Emergency Road Clearance-"Push")

Service Description	Unit	Unit Price
Personnel & Equipment (Operator, Fuel, Maintenance Included)		
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	
I Total Hourly:	Hour	

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
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.TranS]'_ort w/ Tractor)_	50 Ton	Hour	
Truck Mounted Winch	Tow Truck	Hour	
Vacuum Truclc/Jetter	3500 Gallon	Hour	
Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	
Dump Truck	16to24CY	Hour	
DumpTmck	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	
Transportation Vehicles (Operator,Fuel,Maintenance included)			
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	
Transportation Vehicles (Operator,Fuel,Maintenance included)			
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	
Marine Resources (Operator, Fuel, Maintenance included)			
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	
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	
Office Trailer	40 Foot	Day	
Storeage 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 I-lii-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		
	Units for	Unit Rental Price
Portable Toilet Facilities	150-Person Camp	
Daily Cleaning & Service	250-Person Camp	
Up to 4 Weeks Rental	500-Person 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 Contains: Private Changing Stalls & 36" x 36" Shower Stalls Propane-fired boiler system On-board water storage Air Conditioning Trash Receptacles Up to 4 Weeks Rental	Each Unit Contatins: Top Load Washer Units Front Load Dryer Units Hot and Cold Water Air Conditioning Folding Table Trash Receptacles 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 Fee	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 Telphone/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 Price Schedule

Description	Rate (Per Day)	Rate (Per Hour)	Rate (Per Wk)	Rate (Per Mnth)
4" Trash Pump Package				
6" Trash Pump Package				
6" Hydraulic Pump with Power Pack				
8" Hydraulic pump with Power Pack				

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 (500cfin-600cfm)	Day	
Dehumidification Unit (1000cfm)	Day	
Dehumidification Unit (2000cfm-2250cfin)	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 (10,000cfin)	Day	
HEPA Filtration Unit (2,000cfin)	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	

Exhibit A

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:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

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 (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (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		

*Source - FEMA Disaster Assistance Policy 9523.11

References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Include the Event and Date with your references. Proposer shall provide references not affiliated with the County of Hidalgo, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:

Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

EXHIBIT B

SELECTION/EVALUATION CRITERIA

REQUEST FOR PROPOSALS

For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01YSS

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation for some proposers. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of Hidalgo County's Commissioners Court.

Hidalgo County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

During the evaluation process, Hidalgo County may request Proposer's representative to answer questions regarding the proposal. Failure of the Proposer to demonstrate that the claims made in its proposal are try may be sufficient cause for deeming a proposal non-responsive.

1. **Experience, References, Reputation, and Compliance** **20 Points**
   - Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
   - Personnel experience and training
   - Financial stability

2. **Debris Management Services** **30 Points**
   - Degree of Hidalgo County liability in proposed debris management methods
   - Breadth of service and number of contracts Contractor can handle
   - Debris management methods and commitment to Hidalgo County debris management preferences
   - Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
   - Ability to ensure debris is collected, sorted transported safely, and reduced appropriately
   - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) community types (for example, rural, urban, and suburban)

3. **Responsiveness of Proposal** **15 Points**
   - Demonstrated understanding of Hidalgo County's needs
   - Demonstrated understanding of requirements of the RFP and Contract
   - Quality of proposal and impression of response as it related to project

4. **Support and Training** **15 Points**
   - Demonstrated experience and ability to assist/train Hidalgo County prepare before event
   - Demonstrated experience and ability to support and train Hidalgo County during event
   - Demonstrated experience and ability to support and follow through with Hidalgo County after event

5. **Pricing** **20 Points**
   - Based on Hidalgo County's most recent contracts/pricing

Total Points: 100 Points

EXHIBIT B
EVALUATION FORM
Hidalgo County
"Debris Removal & Disposal"
RFP NO: 2019-074-05-01-YSS

SELECTION CRITERIA	POINTS	SCORE
1) Experience, References, Reputation, and Compliance	**(maximum points 20)**	
• Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines		
• Personnel experience and training		
• Proof of financial stability		
Comments/Rationale for points:	**TOTAL**	
2) Debris Management Services	**(maximum points 30)**	
• Degree of Hidalgo County liability in proposed debris management methods		
• Breadth of service and number of contracts Contractor can handle		
• Debris management methods and commitment to Hidalgo County debris management preferences		
• Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)		
• Ability to ensure debris is collected, sorted transported safely, and reduced appropriately		
• Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) community types (for example, rural, urban, and suburban)		
Comments/Rationale for points:	**TOTAL:**	
3) Responsiveness of Proposal	**(maximum points 15**	
• Demonstrated understanding of Hidalgo County's needs		
• Demonstrated understanding of requirements of the RFP and Contract		
• Quality of proposal and impression of response as it related to project		
Comments/Rationale for points:	**TOTAL:**	
4) Support and Training	**(maximum points 15)**	
• Demonstrated experience and ability to assist/train Hidalgo County prepare before event		
• Demonstrated experience and ability to support and train Hidalgo County during event		
• Demonstrated experience and ability to support and follow through with Hidalgo County after event		
Comments/Rationale for points:	**TOTAL:**	
5) Pricing	**(maximum points 20)**	
• Based on Hidalgo County's most recent contracts/pricing		
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE	

Firm Name:_____ Date:_____

Evaluator:_____ Dept:_____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in the limits listed in packet 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.

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
   a. Each occurrence not less than $1,000,000
   b. General aggregate not less than $1,000,000
   c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations

2. Worker's Compensation and Employer's Liability Insurance
   a. Employers' Liability insurance of $1,000,000 per occurrence
   b. Worker's Compensation as required by statute

3. Automobile Liability (for vehicles CONTRACTOR uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement
   a. Combined Single Limit of $1,000,000 per occurrence

4. Other Insurance
   a. If requested by Hidalgo County, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. 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. 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 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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid 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 bid award to be rescinded and re-awarded to next lowest bidder. 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.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, 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 so that, if my company is awarded this bid, 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.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

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

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

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20____

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

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

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

EXHIBIT "G"

TITLE VI

APPENDICES

Revised title to include "Title VI"
09/05/17 as requested by Hidalgo County District Attorney's Office-Civil Section

APPENDIX A

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 (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the 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, or national origin 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 the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive 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 the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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 Highway Administration 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 the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending 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 Highway Administration 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 all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, 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, Nondiscrimination 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 1 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 nondiscrimination 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].*

(*Reverted 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, permitted, 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 Nondiscrimination 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.*

(*Reverted 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 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 Acts and Regulations, as amended, set forth in this Assurance.

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.*

(*Reverted 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 E

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 nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),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, 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 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 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 discrimination 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 of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Exhibit "H"

(If Applicable)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

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

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

1. **Remedies.**

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

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

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

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination*. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

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

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

3. **Equal Employment Opportunity**.

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

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

c. Key Definitions:

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

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

   b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

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

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

   In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

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

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

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

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

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

5. **Contract Work Hours and Safety Standards Act.**

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

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

c. Statement.

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

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

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

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

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

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

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

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

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

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

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

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

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

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

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

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. **Procurement of Recovered Materials**.

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

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

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

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

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

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

(iii) At a reasonable price.

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

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

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

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

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

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

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

12. **Access to Records**.

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

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

> "Access to Records. The following access to records requirements apply to this contract:
>
> (1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> (3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

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

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

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

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

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

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

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

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

15. **No Obligation by Federal Government**.

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

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

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

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

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

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

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

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

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit "I"

FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

HIDALGO COUNTY
REQUEST FOR PROPOSALS

RFP No.: 2019-074-05-01-YSS

RFP SUBMITTAL CHECKLIST

All forms listed below must be submitted in the RFP response. If forms are not submitted, your response may be considered non-responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 11 of Legal Notice
_____ Exhibit "C" – Insurance Requirement Acknowledgement forms (pages 3 and 4)
_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)
_____ Exhibit "E" – Proposer's Affidavit
_____ Vendor/Bidder Application - W-9 Form – HUB/DBE
_____ Exhibit "F" – Certification Regarding Debarment
_____ Exhibit "H" – Required Contract Clauses for Contracts Under
_____ Federal Award 2 CFR 200, Appendix II & FEMA
_____ SAMS.gov Registration Acknowledgement
_____ Pricing Worksheet-A
_____ Pricing Worksheet-B
_____ References
_____ Experience & Qualifications Including Questionnaire
_____ Equipment List
_____ Additional Services (if applicable)
_____ Miscellaneous Information (if applicable)
_____ Addenda (if applicable)
_____ One (1) Original (**original must be one (1) sided and clearly marked as original**), one (1) Copy, and two (2) CDs/USB's containing complete copy of Response

_____ _____
Signature Date

EXHIBIT "B"
CONTRACTOR PRICING WORKSHEET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: David A. McIntyre, President
Ceres Environmental Services, Inc.

via Email: dawn.brown@ceresenv.com

From: Yvette Salinas, Contract Specialist III
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Department

Date: July 23, 2019

Re: Negotiation for Hidalgo County "Debris Removal & Disposal"
RFP No. 2019-074-05-01-YSS

Pursuant to action taken by Hidalgo County Commissioner's Court on June 18, 2019, please be advised that your organization has been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project as the top ranked.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 am on Monday, July 29, 2019.

Best and final offer of the proposed contract at a discount rate of

1 % from prices submitted.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to yvette.salinas@co.hidalgo.tx.us .

Signed: _____ **Title:** Assistant Corporate Secretary

Printed Name: Dawn Brown

Pricing Worksheet-A

Date: 4/12/2019

07/29/2019
BAFO

[Submitted by: ENTER FIRM NAME
for Hidalgo County, TX 2019]

Ceres Environmental Services, Inc.

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE	To be Completed By Vendor ▼	To be Completed By End User ▼		
2 ROW Vegetative Debris Removal (Collect & Haul) 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	
	$7.90	10,155,000	$80,224,500.00	$0.00
3 ROW C&D Debris Removal (Collect & Haul) 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	
	$7.90	3,385,000	$26,741,500.00	$0.00
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible non-RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total	
	$16.35	100	$1,635.00	$0.00
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total	
	$23.56	100	$2,356.00	$0.00
6 DMS Management and Operations 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	
	$1.54	13,540,000	$20,851,600.00	$0.00
7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	$ Per Cubic Yard	Estimated CY	Total	
	$2.49	10,155,000	$25,285,950.00	$0.00
8 Reduction of Debris Through Air Curtain Incineration 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	
	$1.24	3,385,000	$4,197,400.00	$0.00
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	$ Per Cubic Yard	Estimated CY	Total	
	$4.44	2,640,300	$11,722,932.00	$0.00

Notes:

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

	To be Completed By Vendor ▼	To be Completed By End User ▼		
10 Removal of Eligible Hazardous Leaning Trees and Hanging Limbs 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.	$ Per Tree	Estimated Trees	Total	
6 inch to 12 inch diameter	$97.81	752	$73,553.12	$0.00
13 inch to 24 inch diameter	$144.14	1,344	$193,724.16	$0.00
25 inch to 36 inch diameter	$185.33	668	$123,800.44	$0.00
37 inch to 48 inch diameter	$216.22	96	$20,757.12	$0.00
49 inch and larger diameter	$216.22	16	$3,459.52	$0.00
Hanger Removal (2" or greater at the break and price per Tree)	$87.32	108,936	$9,512,291.52	$0.00
11 Removal of Eligible Hazardous Stumps 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.	$ Per Stump	Estimated Stumps	Total	
24.1 inch to 36 inch diameter	$205.92	334	$68,777.28	$0.00
37 inch to 48 inch diameter	$308.88	48	$14,826.24	$0.00
49 inch and larger diameter	$411.84	8	$3,294.72	$0.00
12 Removal of Eligible White Goods 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.	$ Per Unit	Estimated Units	Total	
	$73.76	100	$7,376.00	$0.00
13 Removal of Eligible Used Electronics 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.	$ Per Unit	Estimated Units	Total	
	$49.01	50	$2,450.50	$0.00
14 Removal of HHW 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.	$ Per Pound	Estimated Units	Total	
	$9.88	100	$988.00	$0.00
~~15~~ Abandoned Eligible Vessel and Vehicle Removal 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.	$ Per Unit	Estimated Units	Total	
	$391.05	50	$19,552.50	$0.00
16 Eligible Animal Carcass Removal and Disposal 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.	$ Per Unit	Estimated Units	Total	
	$193.05	100	$19,305.00	$0.00

Total Estimated Contract Price $179,092,029.12 $ -

(Total Price in words; and No Cents) One Hundred Seventy-Nine Million Ninety-Two Thousand Twenty-Nine Dollars And Twelve Cents

Enter Firm Name) Ceres Environmental Services, Inc.

Pricing Worksheet - B

First Response (Emergency Road Clearance-"Push")

Service Description	Unit	Unit Price
Personnel & Equipment (Operator, Fuel, Maintenance Included)		
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	$89.02
Supervisor with Truck (1 man, will assist toss operations)	Hour	$75.74
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$87.40
Laborer with Tools (1 man, toss)	Hour	$34.39
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$75.74
I Total Hourly:	Hour	$362.30

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$91.90
Backhoe	Cat 416	Hour	$131.96
Backhoe, Extend-a-hoe	Caterpillar	Hour	$98.84
Wheel Loaders	Cat 950	Hour	$143.51
Wheel Loaders	Cat 966	Hour	$155.59
Wheel Loaders	Cat 980	Hour	$169.88
Tracked Loader	Cat 955	Hour	$180.18
Towed Loader w/ Tractor	Prentice 210	Hour	$166.17
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$152.88
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$180.03
Dozer	CatD4	Hour	$172.98
Dozer	CatD5	Hour	$176.82
Dozer	CatD6	Hour	$182.59
Dozer	CatD7	Hour	$199.89
Dozer	CatD8	Hour	$222.95
Excavators	Cat 320	Hour	$132.93
Excavators	Cat 325	Hour	$199.89
Excavators	Cat 330	Hour	$215.27
Tractor w/ Box Blade	80Hp	Hour	$103.85
Motor Grader	Cat 120G	Hour	$192.21
30 Ton Crane	30Ton	Hour	$528.72
50 Ton Crane	50 Ton	Hour	$642.02
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$793.08
Bucket Truck	Up to 50' reach	Hour	$241.70
Bucket Truck	50' to 75' reach	Hour	$271.91
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$132.93
Mechanized Broom	Street Sweeper	Hour	$89.02
Water Truck	2000 Gallon	Hour	$105.74
Service Truck	N/A	Hour	$105.74
Stump Grinder	Vermeer252	Hour	$87.52
Stump Grinder	Vermeer752	Hour	$108.11
Stump Grinder	Vermeer 60TX	Hour	$118.40
Chipper w/2 man crew	Morbark Stmm	Hour	$190.48
12-Foot Tub Grinder	Morbark 1200	Hour	$360.36
13-Foot Tub Grinder	Morbark 1300	Hour	$386.10
14-Foot Tub Grinder	Diamond Z 1463	Hour	$427.28
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$108.11
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$118.40
SOT Lowboy Trailer (Equip.TranSJ' ort w/ Tractor)	50 Ton	Hour	$123.71
Truck Mounted Winch	Tow Truck	Hour	$98.19
Vacuum Trucle/Jetter	3500 Gallon	Hour	$98.19

Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	$83.09
Dump Truck	16to24CY	Hour	$87.52
DumpTruck	25 to 34 CY	Hour	$94.72
Dump Truck (Trailer Dump w/ Tractor)	35 to44 CY	Hour	$102.96
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$108.11
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$118.40
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$123.55
Dump Truck (Trailer Dump w/ Tractor)	>75CY	Hour	$128.70
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Hour	$14.41
Pickup Truck	3/4 Ton, Ext. Cab	Hour	$18.53
Pikup Truck, 4x4	4x4	Hour	$22.65
Pickup Truck	1 Ton	Hour	$22.65
Box Truck	3/4 Ton	Hour	$28.83
Passenger Car	Full size	Hour	$14.41
20' Trailer	20 Foot	Hour	$39.12
36 'Trailer	36 Foot	Hour	$49.42
Flatbed Trailer	Gwvto450	Hour	$77.22
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Day	$115.32

Pickup Truck	3/4	Day	$148.26
Pickup Truck	1 Ton	Day	$181.21
Box Truck	3/4 Ton	Day	$181.21
Utility Van	3/4 Ton	Day	$181.21
Passenger Van	9 Passenger	Day	$197.68
Passenger Car	Full size	Day	$115.32
Response Trailer	20-30 Foot	Day	$679.54
Marine Resources (Operator, Fuel, Maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$7,394.59
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$8,216.21
33' Fast Barge with Winch	Crew of 2	Day	$4,929.72
14' Utility Boat w th Motor (Work Boat)	With Crew	Day	$1,971.89
12' Utility Boat with Motor (Work Boat)	WithCrew	Day	$1,314.59
12' Utility Boat without Motor (Work Boat)	WithCrew	Day	$985.94
Tank Diver with Gear	Individual	Hour	$197.19
Hardhat Diver with Gear	Individual	Hour	$821.62
Scuba Bottle Refill (Air)	80	Each	$19.96
Air Pump with multi Breathing lines	Brownie Lung	Day	$657.30
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	$185.33
Office Trailer	40 Foot	Day	$355.21
Storeage Contatiner	40 Foot	Day	$205.92
Portable Eyewash Station	OSHA Spec	Day	$44.60
First Aid Station	OSHA Spec	Day	$59.40
Portable Toilet (Port a John)	Single	Week	$334.62
Observation Tower	USACE Spec	Each	$4,801.50

Sunken Vessel Removal

Description	Unit	Price
Marine Salvage Operations	Per Linear Foot	
Less than 20 feet		$190.48
20 to 25 feet		$259.46
25 to 30 feet		$396.40
Greater than 30 feet		$489.06
Land Based Salvage Operation	Per Linear Foot	
Less than 20 feet		$167.31
20 to 25 feet		$240.93
25 to 30 feet		$368.08
Greater than 30 feet		$386.10

Emergency Drinking Water and Ice Supply

Drinking Water

Cases		Price/Case	Per Unit	Per Pallet
1-75		$12.81	$0.79	$691.77
75-375		$12.81	$0.79	$691.77
376-750		$12.81	$0.79	$691.77
751-1500		$12.81	$0.79	$691.77

Ice Supply

Packaged Ice Delivered			Per Pound	$1.47

Emergency Sleeping Quarters

Option 1			*Option 2*	Unit Rental Price
1 --- 168-Man Dormitory Structure	Unit Rental Price		200-Man Tension Tent	$181,376.42
Wood Floor w/ New Carpeting	$156,693.64		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-lit-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*	$89,841.91
Wood Floor	$119,529.43		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		
	Units for	Unit Rental Price
Portable Toilet Facilities	150-Person Camp	$18,798.85
Daily Cleaning & Service	250-Person Camp	$30,367.00
Up to 4 Weeks Rental	500-Person Camp	$59,515.09

Shower Facilities	Unit Rental Price		Laundry Facility	Unit Rental Price
1 -14HeadShower Trailer Unit	$89,500.95		*Laundry Trailer Unit*	$89,500.95

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

Power Units		
Units	Per Day (24 hrs)	Per week
25 kW Generator	$467.90	$2,124.59
56 kW Generator	$1,015.59	$5,372.90
100 kW Generator	$1,466.05	$7,838.48
175 kW Generator	$2,320.69	$1,237.50
250 kW Generator	$2,320.69	$13,323.86
320 kW Generator	$4,063.45	$24,263.57
500 kW Generator	$6,273.83	$36,685.95
800 kW Generator	$9,900.00	$57,618.00
1000 kW Generator	$12,535.68	$73,165.47
1500 kW Generator	$17,994.10	$107,636.41

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	$92.81	
1,000 gallon single wall tank	Portable Storage Tank	Per Day	$105.19	
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	$117.56	
6,000 gallon or greater tank	Portable Storage Tank	Per Day	$185.63	
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	$24.75	
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	$396.00	
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	Per Day	$495.00	
Truck with Man	Transport Truck w/trailer or Bobtail Truck	Per Day	$1,801.80	8 HOUR DAY
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	Per Day	$742.50	
Mobile Fuel Station	12,000 Gal capacity on trailer	Per Day	$1,742.40	8 HOUR DAY
FracTank	20,000 gallon frac tank	Per Day	$252.45	
Labor	Man to operate fuel station or fuel vehicles	Per Day	$976.14	

Fuel

Item	Description		Purchase Price	Unit
Fuel	Gasoline	OPIS Rack Daily Average Price +	$0.73	Per gallon
Fuel	Diesel	OPIS Rack Daily Average Price +	$0.73	Per gallon

Emergency Satellite Telphone/Communication Services Price Schedule
Satellite Phone Service

	Rate Per Minute
Per Satellite Phone	$2.48

Satellite Internet Service
Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	$4,870.80
6 month	$3,653.10
9 month	$2,468.07
12 month	$1,222.65

Bandwidth

Service	Monthly Cost
Disaster Response	$2,091.15

Bandwithdth Service	Contention	Upload(Kbps)	Download(Mbps)	Volp lines
Disaster Response	10	768	2	$5.94

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 10 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:	$1,470.38	One time
Single Unit	$988.02	Per month

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

Category	Rate	Unit
Setup Fee:	$1,636.59	One time
Single Unit	$1,285.02	Per month

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

Category	Rate	Unit
Setup Fee:	$2,179.99	One time
Single Unit	$1,483.02	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	$1,829.52	Per month
Port-o-let (per unit)	$71.87	Per day

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

Emergency Pumping Units Price Schedule

Description	Rate (Per Day)	Rate (Per Hour)	Rate (Per Wk)	Rate (Per Mnth)
4" Trash Pump Package	$1,078.16	$89.84	$7,547.12	$32,344.79
6" Trash Pump Package	$1,638.30	$136.52	$11,468.11	$49,149.05
6" Hydraulic Pump with Power Pack	$1,204.53	$100.38	$8,431.73	$36,135.99
8" Hydraulic pump with Power Pack	$1,799.97	$149.99	$12,599.78	$53,999.06

Drying In, Decontamination, Mold Remediation, restoration Price Schedule
Categories/Descriptions

Drying Equipment	Unit	Rate	
Dehumi ification Unit (50cfm-100cfm)	Day	$90.09	Each (per day rental)
Dehumidification Unit (110cfm-200cfm)	Day	$147.51	Each (per day rental)
Dehumidification Unit (220cfm-300cfm)	Day	$173.25	Each (per day rental)
Dehumidification Unit (500cfm-600cfm)	Day	$378.18	Each (per day rental)
Dehumidification Unit (1000cfm)	Day	$660.33	Each (per day rental)
Dehumidification Unit (2000cfm-2250cfm)	Day	$1,276.11	Each (per day rental)
Dehumidification Unit (3500cfm)	Day	$256.41	Each (per day rental)
Dehumidification Unit (4500cfm-5000cfm)	Day	$352.44	Each (per day rental)
Dehumidification Unit (8500cfm)	Day	$1,121.67	Each (per day rental)
Dehumidification Unt (15,000cfm)	Day	$320.76	Each (per day rental)
Miscellaneous Equipment			
10 Ton AC Unit	Day	$1,038.51	Each (per day rental)
100 Ton Chiller Unit	Day	$1,147.41	Each (per day rental)
200 Ton Chiller Unit	Day	$909.81	Each (per day rental)
Air ComQressor (110 esi)	Day	$38.61	Each (per day rental)
Air Compressor (125 psi)	Day	$217.80	Each (per day rental)
Air Mover	Day	$31.68	Each (per day rental)
Buffer, Floor	Day	$38.61	Each (per day rental)
Cart, Tilt/Demolition	Each	$25.74	
Dolly, 2-WhV4-Whl/Drm/Whlbr	Each	$48.51	
Electrical Dist. Panel (Seider Box)	Each	$70.29	
Electrical Kit (Ext. Cord GF), Surge Protector	Each	$17.82	
Extraction Unit (Portable)	Day	$160.38	Each (per day rental)
Extraction Unit (Trailer)	Day	$577.17	Each (per day rental)
Filtration Unit	Each	$31.68	
Fire Extin ishe	Each	$97.02	
First Aid Kit	Each	$28.71	
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba	Each	$15.84	
HEPA Filtration Unit (10,000cfin)	Day	$385.11	
HEPA Filtration Unit (2,000cfin)	Day	$121.77	
Light, Portable	Each	$47.52	
Light, Stand	Each	$18.81	
Light, String	Each	$12.87	
Mobile Commande Center	Day	$751.41	Each (per day rental)
Negative Pressure Recorder	Each	$64.35	
Ozone Machine	Day	$153.45	Each (per day rental)
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	$17.82	Each (per day rental)
Pump, Small	Day	$51.48	Each (per day rental)
Pump, Flood	Day	$173.25	Each (per day rental)
Respirator, Negative Pressure (Half Face)	Each	$5.94	
Respirator, PAPR (Full Face)	Each	$31.68	
Radio, Job Site	Day	$12.87	Each (per day rental)
Shower/Wash Station	Day	$97.02	Each (per day rental)
Sprayer, Airless	Each	$83.16	
Thermal Image Camera	Day	$64.35	Each (per day rental)
Trailer	Day	$147.51	Each (per day rental)
Truck, 24ft	Day	$121.77	Each (per day rental)
Truck, Pick-Up	Day	$83.16	Each (per day rental)
Truck, Water Extraction	Day	$256.41	Each (per day rental)
Vacuum, (Wet/Dry)	Each	$97.02	
Vacuum, HEPA	Each	$96.03	
Van/Bus	Day	$121.77	Each (per day rental)
Vent/Wall Cavity Drying Unit	Day	$448.47	Each (per day rental)
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	$12.87	Each (per day rental)

Storage Containers

Description	Monthly Rate
40' Conex Box	$3,118.50
20' Conex Box	$2,079.00

Proposal
in Response to

Hidalgo County

RFP No: 2019-074-05-01-YSS

Debris Removal & Disposal

2802 S. Business Hwy. 281

Edinburg, Texas 78539

Contact Person: Dawn Brown
dawn.brown@ceresenv.com

May 1, 2019

9945 Windfern Road
Houston, Texas 77064
Tel. (800) 218-4424
Fax (866) 228-5636

CERES
ENVIRONMENTAL

April 29, 2019

Hidalgo County
Martha L. Salazar
Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: **RFP No: 2019-074-05-01-YSS Debris Removal & Disposal**
Due: May 1, 2019 at 9:30 AM CT

Dear Selection Committee:

We are pleased to submit the enclosed proposal for the **Hidalgo County RFP No: 2019-074-05-01-YSS Debris Removal & Disposal.** Ceres Environmental Services, Inc. is an experienced disaster recovery and government contracting firm capable of providing personnel, equipment and resources to rapidly and efficiently respond to a disaster recovery event. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation.

Ceres was activated by various jurisdictions throughout North and South Carolina, Florida, and Georgia as a result of Hurricanes Florence and Michael in 2018. Ceres was also activated in 14 Georgia counties by the U.S. Army Corps of Engineers. We had personnel in place prior to the storms making landfall in order to help our clients best prepare and are proud to continue our tradition of being **PROVEN**, **RESPONSIVE**, ***READY***.

In 2017, Ceres responded to more than 30 jurisdictions following disasters ranging from floods to hurricanes to tornados. Ceres responded to seven Texas cities following Hurricane Harvey; during the same timeframe, Ceres performed Hurricane Irma recovery efforts throughout the state of Florida. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other yet we responded to all of our affected clients swiftly and efficiently.

Our 20-acre recycling center and equipment facility located in Houston, TX provides an excellent location from which to manage our post-disaster work in Hidalgo County. Other permanent offices for Ceres give us good geographical dispersion. Those offices are located in Sarasota, FL and Brooklyn Park, MN. Ceres' multiple locations ensure that, even if an event affects our Texas location, other offices will swiftly take over to meet the needs of the County. Ceres also has servers storing company documents in multiple locations throughout the country. If one server is lost in an event the data will not be lost, and will not prevent Ceres from performing any work for any of its clients.

David A. McIntyre, Sole Shareholder and President; David Preus, Senior Vice President; Tia Laurie, Corporate Secretary; and Dawn Brown, Assistant Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll free number (800) 218-4424.

We look forward to the opportunity to be your supplier of disaster recovery services.

Sincerely,

Dawn Brown
Assistant Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

Ceres Environmental Services Facts and Highlights

- Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **43 years** to government entities throughout the United States.
- Ceres has n**ever defaulted on a contract or failed to complete any work awarded**.
- **No client of Ceres has been denied reimbursement for work Ceres has performed**. Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over $1.8 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 26 years on over 135 FEMA-funded contracts.
- Ceres responded to Louisiana flooding in 2016, **removing over one million cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states**: Florida, Georgia, South Carolina and North Carolina. Ceres successfully removed **more than 3 million cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for "Blue Roof" repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- In order to speed response, Ceres maintains a **rapid-response deployment facility** in Sarasota, Florida. Additional equipment is stored in Houston, TX and Brooklyn Park, MN.
- Federal Employer Identification Number 41-1816075

Acronyms and Abbreviations Used in the Proposal	
Abbreviation	**Meaning**
AAR	After Action Report
ACM	Asbestos-Containing Material
C&D	Construction and Demolition Waste
CAR	Corrective Action Report
CYD	Cubic Yard
DMS	Debris Management Site
EOC	Emergency Operations Center
FEMA	Federal Emergency Management Agency
HBCU	Historically Black Colleges and Universities
HHW	Household Hazardous Waste
HTW	Hazardous or Toxic Waste
HUB	Historically Underutilized Business Zones
ICS	Incident Command System
IW	Industrial Waste
MI	Minority Institutions
MRE	Meals Ready to Eat
MUTCD	Manual of Uniform Traffic Control Devices
NIMS	National Incident Management System
NSC	National Safety Council
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Agency
PAC	Public Assistance Coordination
PDA	Preliminary Damage Assessment
PIA	Post Incident Analysis
PM	Project or Program Manager
POL	Petroleum, Oil, & Lubricants
PPE	Personal Protective Equipment
PW	Project Worksheet
QC	Quality Control
RACM	Regulated Asbestos-Containing Material
ROE	Right of Entry
ROW	Right-of-Way
SB	Small Business
SDB	Small Disadvantaged Business
SDVO	Service Disabled Veteran-Owned Business
TBD	To Be Determined
TDSRS	Temporary Debris Storage and Reduction Site
USACE	U.S. Army Corps of Engineers
VO	Veteran-Owned Small Business
WOSB	Women-Owned Small Business

Table of Contents
RFP No: 2019-074-05-01-YSS
Debris Removal & Disposal

Title Page
Cover Letter
Table of Contents

Corporate Resolution

Tab	Section	Page
1	**Forms**	
	Project Requirements Acknowledgement	
	BID BOND	
	Bonding Capacity Letter	
	TX Certificate of Authority	
	Page 11 of Legal Notice	
	Insurance Pages with Acknowledgment Forms (Exhibit C)	
	Certificate of Insurance	
	Form CIQ-Conflict of Interest Questionnaire	
	Form 1295	
	Vendor Bidder Application	
	W-9 Form	
	HUB Declaration	
	Certification Regarding Debarment (Exhibit F)	
	Required Contract Clauses (Exhibit H)	
	Proposer's Affidavit (Exhibit E)	
	SAMS.gov Registration Acknowledgement	
	Addendum 1 Acknowledgement	
	RFP Submittal Checklist	
2	**Proposer's Cost for Services**	
	Pricing Worksheet-A	
	Pricing Worksheet-B	
3	**References**	3-1
4	**Proposer's Experience and Qualifications (Questionnaire Responses)**	
	A Person Authorized to Answer Questions	4.A-1
	B Firm Information	4.B-1
	C Principals and Key Personnel	4.C-1
	D Project Primary Contact	4.D-1
	E Other Key Personnel	4.E-1
	F Employee Certifications	4.F-1
	G Company Experience	4.G-1
	H Familiarity with FEMA	4.H-1
	I Subcontracting Plan	4.I-1
	J List of Subcontractors	4.J-1
	K Current Commitments in Texas	4.K-1
	L Approach to Debris Removal and Disposal Operations	
	1 Scope and Sequence of Debris Removal Operations	4.L.1-1
	2 Timely Delivery of Services	4.L.2-1
	3 Ability to Manage Multiple Contracts	4.L.3-1

Table of Contents (Continued)

Tab	Section			Page
		4	Resources	4.L.4-1
		5	Organizational Chart	4.L.5-1
		6	Debris Management Safety Plan	4.L.6-1
		7	Safety Overview	4.L.7-1
		8	Documentation and Reporting	4.L.8-1
		9	Training	4.L.9-1
		10	Documenting and Resolving Damages	4.L.10-1
		11	Temporary Debris Management Sites	4.L.11-1
		12	White Goods and Other Hazardous Materials	4.L.12-1
		13	Debris Reduction and Disposal	4.L.13-1
		14	Project Time Frame	4.L.14-1
		15	Local, State and Federal Regulatory Requirements	4.L.15-1
		16	FEMA Reimbursement	4.L.16-1
	M		Sample Contract	
	N		Price Book	
5	**Proposer's Equipment List**			
	A		Equipment Overview	5.A-1
	B		Comprehensive List of Equipment	5.B-1
			Equipment Titles and Profiles	
6	**Additional Services**			6-1
7	**Miscellaneous Information**			
	A		Financial Stability	7.A-1
			Bank Reference Letter	
	B		Letters of Reference	7.B-1
	C		Why Ceres?	7.C-1

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

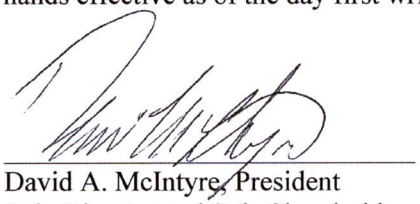
The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Minnesota corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Minnesota Statutes effective as of the 5th day of December, 2017:

WHEREAS, the Corporation desires to prepare and submit proposals and bids in response to various government solicitations, requests for bids, and requests for proposals and the Corporation desires to grant the Assistant Corporate Secretary of the Corporation, Dawn Brown, the authority to sign and submit such bids on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Dawn Brown, Assistant Corporate Secretary of the Corporation, the authority to sign and bind the Corporation in matters related to the preparation and submittal of bids and responses to requests for proposals to government entities and agencies.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre, President
Sole Director and Sole Shareholder

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Ceres Environmental Services, Inc., possess all of the APPLICABLE:

1. Licenses: No license required.
2. Bonds: Bid Bond 5%, Bonding Capacity Letter.
3. Certificates: Texas Certificate of Authority. Please see proposal Section 4.F for Employee Certifications
4. Permits: No permit required as part of the RFP; local permits required to begin work will be obtained upon contract activation.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, 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.

Dawn Brown

Authorized Signature

Dawn Brown, Assistant Corporate Secretary

April 26, 2019.

Date

Ceres Environmental Services, Inc.

Company

9945 Windfern Road

Address

Houston, TX 77543

City, State, Zip

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Ceres Environmental Services, Inc.

3825 - 85th Ave. N., Ste. #101
Brooklyn Park, MN 55443

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Hidalgo County, Purchasing Department

2802 S. Business Hwy. 281
Edinburg, TX 78539

BOND AMOUNT:
Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
RFP No.: 2019-074-05-01-YSS, Debris Removal & Disposal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **1st** day of **May, 2019.**

(Witness)

Ceres Environmental Services, Inc. NO SEAL
(Principal) *(Seal)*

(Title) Dawn Brown, Assistant Corporate Secretary

(Witness)

Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Title) **John E. Tauer, Attorney-in-Fact**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 1st day of May 2019, before me appeared Dawn Brown,
to me personally known, who, being by me duly sworn, did say that he/she is the Assistant Corporate Secretary
of Ceres Environmental Services, Inc., a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
behalf of said corporation by authority of its Board of Directors, and that said Dawn Brown
acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Hennepin County, Minnesota
My commission expires January 31, 2020

Ruth R. Epping
Notary Public
Minnesota
My Commission Expires January 31, 2020

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 1st day of May 2019, before me appeared John E. Tauer,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of
Liberty Mutual Insurance Company, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said
John E. Tauer acknowledged said instrument to be the free act and deed of said corporation.

SANDRA M. ENGSTRUM
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2021

Notary Public Hennepin County, Minnesota
My commission expires 1/31/2021

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200451-190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colby D. White, Melinda C. Blodgett, R. C. Bowman, Tina L. Domask, R. Scott Egginton, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad Brian J. Oestreich, Jerome T. Ouimet, Ross S. Squires, Nicole Stillings, John E. Tauer, Rachel Thomas, Lin Ulven, Emily White

all of the city of Minneapolis state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2019.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF TEXAS
STATE BOARD OF INSURANCE

Certificate No. 2018

Company No. 06-47950

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

LIBERTY MUTUAL INSURANCE COMPANY

BOSTON, MASSACHUSETTS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail, growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability and Physical Damage; Accident and Health; Workmen's Compensation and Employers' Liability; Automobile--Liability and Physical Damage; Liability other than Automobile; Fidelity and Surety; Glass; Burglary and Theft; Forgery; Boiler and Machinery; Credit; Livestock Reinsurance on all lines except Life and Annuities

insurance within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

STATE BOARD OF INSURANCE — STATE OF TEXAS

IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this 4th day of October, A. D. 1960.

Edwin A. Hardison

COMMISSIONER OF INSURANCE

Liberty Mutual

Liberty Mutual **Surety**

March 16, 2018

Re: Ceres Environmental Services, Inc.
Contractor's Qualification Statement

To Whom It May Concern:

Liberty Mutual Insurance Company along with Cobb Strecker Dunphy & Zimmermann, Inc. have handled the bonding requirements of Ceres Environmental Services, Inc. for over 29 years. Their project management and financial responsibility has always been exceptional. We have bonded individual projects in excess of $500 million and have authorized work programs in excess of $500 million.

Presently, their bonds are written with the Liberty Mutual Insurance Company. Liberty Mutual Insurance Company is a surety and insurance company currently listed on the U.S. Department of the Treasury Circular 570 list of approved bonding companies which is published annually in the Federal Register, with an A (Excellent) rating in the latest printing of the A.M. Best's Key Rating.

Approval of performance and payment bonds of all projects is expressly conditioned upon acceptable review of the contract terms and scope, bond forms, and financing for the project, as well as other pertinent underwriting information. The arrangement for performance and payment bonds is a matter between Ceres Environmental Services, Inc. and Liberty Mutual Insurance Company, and the surety assumes no liability to you or third parties, if for any reason bonds for any project are not executed.

If additional information is required, please feel free to contact this office.

Sincerely,

Sandra M. Engstrum
Attorney-in-Fact
Liberty Mutual Insurance Company

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7967008

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colby D. White; Melinda C. Blodgett; R. C. Bowman; R. Scott Egginton; Sandra M. Engstrum; R. W. Frank; Ted Jorgensen; Joshua R. Loftis; Kurt C. Lundblad; Brian J. Oestreich; Jerome T. Ouimet; Craig Remick; Nicole Stillings; John E. Tauer; Rachel Thomas; Lin Ulven; Emily White

all of the city of Minneapolis, state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of December, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of March, 2018.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for CERES ENVIRONMENTAL SERVICES, INC. (file number 12926006), a MINNESOTA, USA, Foreign For-Profit Corporation, was filed in this office on November 02, 1999.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 27, 2007.

Roger Williams
Secretary of State

Request for Qualifications
For
HIDALGO COUNTY

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

OPENED
9:52
5-1-19
Witnessed

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Table of Contents presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: Ceres Environmental Services, Inc.

Address: 9945 Windfern Road, Houston, TX 77064

By: Dawn Brown

Printed Name: Dawn Brown

Title: Assistant Corporate Secretary

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in the limits listed in packet 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.

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
   a. Each occurrence not less than $1,000,000
   b. General aggregate not less than $1,000,000
   c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations

2. Worker's Compensation and Employer's Liability Insurance
   a. Employers' Liability insurance of $1,000,000 per occurrence
   b. Worker's Compensation as required by statute

3. Automobile Liability (for vehicles CONTRACTOR uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement
   a. Combined Single Limit of $1,000,000 per occurrence

4. Other Insurance
   a. If requested by Hidalgo County, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. 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. 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 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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, Dawn Brown, authorized representative for Ceres Environmental Services, Inc
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $ 2,000,000 General Liability: $ 1,000,000

☒ have already been met; see attached copy of insurance certificate.

Dawn Brown — April 26, 2019

Authorized Representative
Dawn Brown, Asst. Corporate Secretary

Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid 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 bid award to be rescinded and re-awarded to next lowest bidder. 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.

THIS FORM MUST ACCOMPANY BID PACKET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2019

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

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

PRODUCER	CONTACT NAME: Sarah Edwards
Cobb Strecker Dunphy & Zimmermann 225 South Sixth Street STE 1900 Minneapolis MN 55402	PHONE (A/C, No, Ext): 612-349-2407 FAX (A/C, No): E-MAIL ADDRESS: sedwards@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	CEREENVI
Ceres Environmental Services, Inc. 9945 Windfern Rd Houston, TX 77064	

COVERAGES **CERTIFICATE NUMBER:** 1150358321 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			A5CG11261802	9/1/2018	9/1/2019	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU						MED EXP (Any one person)	$ 10,000
	X Contr Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			A5CA11261802	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Comp $5,000 X Coll $5,000						Hired Auto Phy Damage	$ 50,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			A5CW11261802	9/1/2018	9/1/2019	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory: Certificate Holder, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rob Dahlin

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CEREENVI

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Cobb Strecker Dunphy & Zimmermann	Ceres Environmental Services, Inc. 9945 Windfern Rd Houston, TX 77064
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ceres Environmental Services, Inc.

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

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

None

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Dawn Brown

Signature of vendor doing business with the governmental entity

April 26, 2019

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-482559

Date Filed:
04/26/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ceres Environmental Services, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP No. 2017-074-05-01-YSS
Debris Removal & Disposal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McIntyre, David	Sarasota, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dawn Brown, and my date of birth is March 8, 1957.

My address is 8155 Antrim Cove (street), Eden Prairie (city), MN (state), 55347 (zip code), USA (country).

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

Executed in Hennepin County, State of Minnesota, on the 26th day of April (month), 2019 (year).

Signature of authorized agent of contracting business entity
(Declarant)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Ceres Environmental Services, Inc. **Telephone No. (** 800 **)** 218-4424

dba Name: n/a

Legal Name: Ceres Environmental Services, Inc.

Mailing Address : 9945 Windfern Road, Houston, Texas 77064 **Fax No. (** 866 **)** 228-5636

Physical Address: 9945 Windfern Road

City, State, Zip Houston, Texas 77064 **Tax I.D. No.** 41-1816075

Remit to Address : 3825 85th Avenue North **City, State, Zip** Brooklyn Park, MN, 55443

E-Mail Address: dawn.brown@ceresenv.com

Representative(s) Name(s) & Title(s) Dawn Brown, Assistant Corporate Secretary

Type of Organization (check one): _____ **Individual** _____ **Partnership** _x_ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No. 14118160754 **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: Minnesota **Date:** July 31, 1995 **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _x_ **Other, Specify** Services

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: David A. McIntyre, Sole Shareholder and President; David Preus, Senior Vice President; Tia Laurie, Corporate Secretary; Dawn Brown, Assistant Corporate Secretary

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☒ No

What type of product(s) is/are solicited by your company?: Disaster Recovery Services, Heavy Civil Construction

Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ceres Environmental Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3825 85th Avenue North

Requester's name and address (optional)

6 City, state, and ZIP code
Brooklyn Park, Minnesota 55443

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	1	–	1	8	1	6	0	7	5	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ David Brown Date ▶ 4/29/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 30 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: SAMES, Inc. HUB Status: Active through 3/1/21
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☒ Other TX Comptroller of Public
Address: 200 S. 10th St., Suite 1500 City: McAllen State: Texas Zip: 78501 Accounts (CPA)
Contact Person: Saul D. Maldonado Title: _____ Phone No.: (956) 702-8880
Subcontract Amount: $TBD Description of Work to be Performed: Debris Removal, Surveying, Construction
Disaster Dependent

HUB Subcontractor Name: Pyramid Roofing & Construction HUB Status: Active through 7/26//22
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☒ Other TX Comptroller of Public
Address: 14925 Stuebner Airline Rd. City: Houston State: Texas Zip: 77069 Accounts (CPA)
Contact Person: Robert Fuentes Title: Owner Phone No.: (281) 655-5300
Subcontract Amount: $TBD Description of Work to be Performed: Debris Removal
Disaster Dependent

HUB Subcontractor Name: D7 Roofing & Metal LLC HUB Status: Active through 7/31/19
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☒ Other TX Comptroller of Public
Address: 8701 W Hardy Rd City: Houston State: Texas Zip: 77022 Accounts (CPA)
Contact Person: Michael A. Delgado Title: Owner Phone No.: (713) 325-0700
Subcontract Amount: $TBD Description of Work to be Performed: Debris Removal
Disaster Dependent

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1262941288800**
File/Vendor Number:	**059680**
Approval Date:	**01-MAR-2017**
Scheduled Expiration Date:	**01-MAR-2021**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SAMES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 03-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Bobby Pounds, Interim Director
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1474714268600**
File/Vendor Number:	**501936**
Approval Date:	**26-JUL-2018**
Scheduled Expiration Date:	**26-JUL-2022**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

PYRAMID ROOFING & CONSTRUCTION

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 27-JUL-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

1474714268600 501936
PYRAMID ROOFING & CONSTRUCTION COMPANY
14925 STUEBNER AIRLINE RD. STE. 206
HOUSTON, TX 77069

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1203062308100**
File/Vendor Number:	**482602**
Approval Date:	**12-JUL-2016**
Scheduled Expiration Date:	**31-JUL-2019**

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

D7 ROOFING & METAL LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 31-AUG-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/16

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Dawn Brown
Print Name: Dawn Brown
Title: Assistant Corporate Secretary
Telephone Number: (800) 218-4424
Date: April 26, 2019

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

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

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

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

1. **Remedies.**

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

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

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

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination*. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

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

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

3. **Equal Employment Opportunity**.

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

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

c. Key Definitions:

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

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

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

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

   b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

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

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

   In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

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

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

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

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

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

5. **Contract Work Hours and Safety Standards Act.**

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

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

c. Statement.

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

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

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

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

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

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

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

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

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

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

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

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

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

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

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

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned Contractor, Ceres Environmental Services, Inc. **certifies, to the best of his or her knowledge, that:**

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Dawn Brown

Signature of Contractor's Authorized Official

Dawn Brown, Assistant Corporate Secretary

Name and Title of Contractor's Authorized Official

April 26, 2019

Date"

10. **Procurement of Recovered Materials.**

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

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

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

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

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

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

(iii) At a reasonable price.

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

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

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

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

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

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

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

12. **Access to Records**.

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

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

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

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

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

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

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

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

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

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

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

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

15. **No Obligation by Federal Government**.

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

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

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

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

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

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

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

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

Vendor's Name/Company Name: Ceres Environmental Services, Inc.

Printed Name and Title of Authorized Representative: Dawn Brown, Assistant Corporate Secretary

Signature of Authorized Representative: Dawn Brown

Date: April 26, 2019

PROPOSER'S AFFIDAVIT
Exhibit "E"

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Dawn Brown, being first duly sworn, deposes that:

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

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

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

Signature/Title: Dawn Brown Dawn Brown, Assistant Corporate Secretary

Subscribed and sworn to before me this 26th day of April, 2019.

Notary Public

Ruth R. Epping
Notary Public
Minnesota
My Commission Expires January 31, 2020

My commission expires: January 31, 2020

SAM.gov Registration Acknowledgement

We certify that Ceres Environmental Services, Inc. is active in the U.S. Federal Government's System for Award Management (SAM).

Ceres Environmental Services, Inc. is free from suspension or debarment pursuant to federal regulation 45CFR76.

Dawn Brown
Assistant Corporate Secretary
Ceres Environmental Services, Inc.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

BACK TO USER DASHBOARD

Ceres Environmental Services, Inc
DUNS: 060619285 CAGE Code: 1CAW2
Status: Submitted
Expiration Date: Not Yet Assigned
Purpose of Registration: All Awards

6968 PROFESSIONAL PKWY E
SARASOTA, FL, 34240-8414 ,
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 060619285
Name: Ceres Environmental Services, Inc
Business Type: Business or Organization
Last Updated By: Tia Laurie
Registration Status: Submitted
Registration passed IRS TIN match.
Registration is pending CAGE validation.

Exclusion Summary

Active Exclusion Records? No

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 25, 2019

RE:
ADDENDUM NO. 1
FOR RFP No.: 2019-074-05-01-YSS
"Debris Removal & Disposal"-Hidalgo County

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's request for proposals for **"Debris Removal & Disposal".**

Please acknowledge receipt *of* ***ADDENDUM NO. 1*** by signing and returning this notice with your packet submittal.

If you do not receive all pages of this **ADDENDUM** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM** will complete your packet for Hidalgo County's **"Debris Removal & Disposal".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures
MLS/yss

ADDENDUM NO.1

April 25, 2019

"Debris Removal & Disposal"
RFP NO.: 2019-074-05-01-YSS

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please remove Exhibit "B"-Evaluation Criteria & Form & **replace** with attached *Revised* Exhibit B-Evaluation Criteria & Form.

2. Please remove Requirements Page 2 and **replace** with attached *Revised* Requirements Page 2.

3. Please remove Requirements Page 4 and **replace** with attached *Revised* Requirements Page 4.

4. Please remove Requirements Page 12 and **replace** with attached *Revised* Requirements Page 12.

I acknowledge receipt of ADDENDUM NO. 1 dated, April 25, 2019 for RFP-"Debris Removal & Disposal"-Hidalgo County.

BY: Dawn Brown

Signature

Print Name: Dawn Brown, Assistant Corporate Secretary

Company Name: Ceres Environmental Services, Inc.

Date: April 26, 2019

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PROPOSAL PACKET IN ORDER TO COMPLETE THE PROPOSAL.

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MLS/yss

REVISED

EXHIBIT B

EVALUATION FORM

Hidalgo County

"Debris Removal & Disposal"

RFP NO: 2019-074-05-01-YSS

SELECTION CRITERIA	POINTS	SCORE
1) Experience, References, Reputation, and Compliance	**(maximum points 20)**	
• Firm background, history and overall experience in performing proposed work.		
• Experience in managing debris removal and disposal services within State and Federal rules and guidelines.		
• Personnel, experience, training and qualifications of firm and key staff		
Comments/Rationale for points:	**TOTAL**	
2) Debris Management Services	**(maximum points 30)**	
• Degree of Hidalgo County liability in proposed debris management methods		
• Breadth of service and number of contracts Contractor can handle		
• Debris management methods and commitment to Hidalgo County debris management preferences		
• Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)		
• Ability to ensure debris is collected, sorted transported safely, and reduced appropriately		
• Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) community types (for example, rural, urban, and suburban)		
Comments/Rationale for points:	**TOTAL:**	
3) Responsiveness of Proposal	**(maximum points 15**	
• Demonstrated understanding of Hidalgo County's needs		
• Demonstrated understanding of requirements of the RFP and Contract		
• Quality of proposal and impression of response as it related to project		
Comments/Rationale for points:	**TOTAL:**	
4) Support and Training	**(maximum points 15)**	
• Demonstrated experience and ability to assist/train Hidalgo County prepare before event		
• Demonstrated experience and ability to support and train Hidalgo County during event		
• Demonstrated experience and ability to support and follow through with Hidalgo County after event		
Comments/Rationale for points:	**TOTAL:**	
5) Pricing	**(maximum points 20)**	
• Based on Price Proposal Worksheets A & B		
Comments/Rationale for points:	**TOTAL:**	
	TOTAL SCORE	

Firm Name:_____ Date:_____

Evaluator:_____ Dept:_____

Hidalgo County is requesting sealed proposals from interested and qualified firms to provide services for ***"Debris Removal & Disposal"***. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Debris Removal & Disposal"*** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, May 01 2019. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Hidalgo County Administration Building-Purchasing Department
Attn: Martha L. Salazar, CPPB, HC Purchasing Agent
RFP No: 2019-074-05-01-YSS

US Postal Mail Address: 2812 S. Business Hwy 281, Edinburg, Texas 78539

Physical Address: 2802 S. Business Hwy. 281, Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposal:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that question, inquiries and/or clarifications for the proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: BY NO LATER THAN Wednesday, **April 24, 2019** at 5:00 P.M. Responses will be sent to all applicants by Friday, **April 26, 2019**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is one (1) not the result of Collusion as described in the Proposer's Affidavit; two (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTÉREST:
A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

NON-COLLUSION:
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions, due to unforeseen delay during the procurement process.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS: All costs and expenses associated with the preparation and submission of (bids, proposals, and/or quotes) shall be the responsibility of the bidder/proposer or respondent and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II: REQUIREMENTS/SCOPE OF SERVICES/ QUALIFICATIONS

PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY. ENSURE THAT YOUR PROPOSAL INCLUDES ALL FORMS REQUIRED.

PROJECT OVERVIEW:
Hidalgo County is seeking proposals for *Debris Removal & Disposal* and intends to enter into contract with one (1) primary, one (1) secondary and one (1) tertiary service providers as directed by the County in order to eliminate and/or reduce immediate threats to public health and safety in accordance with the Stafford Act and Federal Emergency Management Agency ("FEMA") policies and guidelines. The County's goal is to complete the debris removal and disposal process within ninety (90) days if the entire area of the County is accessible during that period. The resulting contract will be utilized on an "as needed" basis for disaster debris removal and disposal services.

Due to the unpredictability of both natural and man-made disasters the exact type and amount of services cannot be determined; therefore, the County shall not be liable for any contractual agreements/obligations the Contractor enters into with third parties based on the County's need for such services in the event of disaster. The County does not guarantee any specific amount of work under a contract resulting from this request for proposal.

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. It is the intent of this solicitation to enter into pre-event contracts, which would result in no immediate cost to the County, and which must meet FEMA guidelines established as found in FEMA Debris Management Guide (FEMA publication 325).

The qualified providers can 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.

Hidalgo County is aware and appreciative of the time and effort you expend in preparing and submitting proposals to the County. Please notify the designated person in writing of any bid requirements that are

USDA ..... United States Department of Agriculture
VOCs ..... Volatile Organic Compounds

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 Questionnaire Section Questions I. and J.)*

Contractor may not sell, sublet, or otherwise delegate services outlined in this proposal to others without written consent of the County.

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

EQUIPMENT:

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

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

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.

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Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures
MLS/yss

Pricing Worksheet-A

Date: 4/12/2019

[Submitted by: ENTER FIRM NAME for Hidalgo County, TX 2019]

Ceres Environmental Services, Inc.

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

	To be Completed By Vendor ▼	To be Completed By End User ▼		
2 ROW Vegetative Debris Removal (Collect & Haul) 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**	
	$7.98	10,155,000	$81,036,900.00	$0.00
3 ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$7.98	3,385,000	$27,012,300.00	$0.00
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible non-RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$16.52	100	$1,651.52	$0.00
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$23.80	100	$2,379.52	$0.00
6 DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$1.56	13,540,000	$21,122,400.00	$0.00
7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$2.52	10,155,000	$25,558,104.00	$0.00
8 Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$1.25	3,385,000	$4,224,480.00	$0.00
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$4.48	2,640,300	$11,828,544.00	$0.00

Notes:

[Submitted by: ENTER FIRM NAME for Hidalgo County, TX 2019]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

	To be Completed By Vendor ▼	To be Completed By End User ▼	
10 Removal of Eligible Hazardous Leaning Trees and Hanging Limbs 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.	**$ Per Tree**	**Estimated Trees**	**Total**
6 inch to 12 inch diameter	$98.80	752	$74,297.60 $0.00
13 inch to 24 inch diameter	$145.60	1,344	$195,686.40 $0.00
25 inch to 36 inch diameter	$187.20	668	$125,049.60 $0.00
37 inch to 48 inch diameter	$218.40	96	$20,966.40 $0.00
49 inch and larger diameter	$218.40	16	$3,494.40 $0.00
Hanger Removal (2" or greater at the break and price per Tree)	$88.20	108,936	$9,608,155.20 $0.00
11 Removal of Eligible Hazardous Stumps Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	**$ Per Stump**	**Estimated Stumps**	**Total**
24.1 inch to 36 inch diameter	$208.00	334	$69,472.00 $0.00
37 inch to 48 inch diameter	$312.00	48	$14,976.00 $0.00
49 inch and larger diameter	$416.00	8	$3,328.00 $0.00
12 Removal of Eligible White Goods Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
	$74.50	100	$7,450.00 $0.00
13 Removal of Eligible Used Electronics Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
	$49.50	50	$2,475.00 $0.00
14 Removal of HHW Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	**$ Per Pound**	**Estimated Units**	**Total**
	$9.98	100	$998.00 $0.00
~~15~~ Abandoned Eligible Vessel and Vehicle Removal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.	**$ Per Unit**	**Estimated Units**	**Total**
	$395.00	50	$19,750.00 $0.00
16 Eligible Animal Carcass Removal and Disposal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
	$195.00	100	$19,500.00 $0.00
Total Estimated Contract Price			$ 180,932,857.64

(Total Price in words: and No Cents) One Hundred Eighty Million Nine Hundred Thirty-Two Thousand Eight Hundred Fifty-Seven Dollars and Sixty-Four Cents

Enter Firm Name) Ceres Environmental Services, Inc.

Pricing Worksheet - B

First Response (Emergency Road Clearance-"Push")

Service Description	Unit	Unit Price
Personnel & Equipment (Operator, Fuel, Maintenance Included)		
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	$89.92
Supervisor with Truck (1 man, will assist toss operations)	Hour	$76.51
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$88.28
Laborer with Tools (1 man, toss)	Hour	$34.74
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$76.51
I Total Hourly:	Hour	$365.96

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$92.83
Backhoe	Cat 416	Hour	$133.29
Backhoe, Extend-a-hoe	Caterpillar	Hour	$99.84
Wheel Loaders	Cat 950	Hour	$144.96
Wheel Loaders	Cat 966	Hour	$157.16
Wheel Loaders	Cat 980	Hour	$171.60
Tracked Loader	Cat 955	Hour	$182.00
Towed Loader w/ Tractor	Prentice 210	Hour	$167.85
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$154.42
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$181.85
Dozer	CatD4	Hour	$174.73
Dozer	CatD5	Hour	$178.61
Dozer	CatD6	Hour	$184.43
Dozer	CatD7	Hour	$201.91
Dozer	CatD8	Hour	$225.20
Excavators	Cat 320	Hour	$134.27
Excavators	Cat 325	Hour	$201.91
Excavators	Cat 330	Hour	$217.44
Tractor w/ Box Blade	80Hp	Hour	$104.90
Motor Grader	Cat 120G	Hour	$194.15
30 Ton Crane	30Ton	Hour	$534.06
50 Ton Crane	50 Ton	Hour	$648.50
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$801.09
Bucket Truck	Up to 50' reach	Hour	$244.14
Bucket Truck	50' to 75' reach	Hour	$274.66
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$134.27
Mechanized Broom	Street Sweeper	Hour	$89.92
Water Truck	2000 Gallon	Hour	$106.81
Service Truck	N/A	Hour	$106.81
Stump Grinder	Vermeer252	Hour	$88.40
Stump Grinder	Vermeer752	Hour	$109.20
Stump Grinder	Vermeer 60TX	Hour	$119.60
Chipper w/2 man crew	Morbark Stmm	Hour	$192.40
12-Foot Tub Grinder	Morbark 1200	Hour	$364.00
13-Foot Tub Grinder	Morbark 1300	Hour	$390.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$431.60
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$109.20
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$119.60
SOT Lowboy Trailer (Equip.TranS]'_ort w/ Tractor)_	50 Ton	Hour	$124.96
Truck Mounted Winch	Tow Truck	Hour	$99.18
Vacuum Trucle/Jetter	3500 Gallon	Hour	$99.18

Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	$83.93
Dump Truck	16to24CY	Hour	$88.40
DumpTmck	25 to 34 CY	Hour	$95.68
Dump Truck (Trailer Dump w/ Tractor)	35 to44 CY	Hour	$104.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$109.20
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$119.60
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$124.80
Dump Truck (Trailer Dump w/ Tractor)	>75CY	Hour	$130.00
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Hour	$14.56
Pickup Truck	3/4 Ton, Ext. Cab	Hour	$18.72
Pikup Truck, 4x4	4x4	Hour	$22.88
Pickup Truck	1 Ton	Hour	$22.88
Box Truck	3/4 Ton	Hour	$29.12
Passenger Car	Full size	Hour	$14.56
20' Trailer	20 Foot	Hour	$39.52
36 'Trailer	36 Foot	Hour	$49.92
Flatbed Trailer	Gwvto450	Hour	$78.00
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 T	Day	$116.48

Pickup Truck	3/4 Ton	Day	$149.76
Pickup Truck	1 Ton	Day	$183.04
Box Truck	3/4 Ton	Day	$183.04
Utility Van	3/4 Ton	Day	$183.04
Passenger Van	9 Passenger	Day	$199.68
Passenger Car	Full size	Day	$116.48
Response Trailer	20-30 Foot	Day	$686.40
Marine Resources (Operator, Fuel, Maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$7,469.28
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$8,299.20
33' Fast Barge with Winch	Crew of 2	Day	$4,979.52
14' Utility Boat w th Motor (Work Boat)	With Crew	Day	$1,991.81
12' Utility Boat with Motor (Work Boat)	WithCrew	Day	$1,327.87
12' Utility Boat without Motor (Work Boat)	WithCrew	Day	$995.90
Tank Diver with Gear	Individual	Hour	$199.18
Hardhat Diver with Gear	Individual	Hour	$829.92
Scuba Bottle Refill (Air)	80	Each	$20.16
Air Pump with multi Breathing lines	Brownie Lung	Day	$663.94
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	$187.20
Office Trailer	40 Foot	Day	$358.80
Storeage Contatiner	40 Foot	Day	$208.00
Portable Eyewash Station	OSHA Spec	Day	$45.05
First Aid Station	OSHA Spec	Day	$60.00
Portable Toilet (Port a John)	Single	Week	$338.00
Observation Tower	USACE Spec	Each	$4,850.00

Sunken Vessel Removal

Description	Unit	Price
Marine Salavage Operations	Per Linear Foot	
Less than 20 feet		$192.40
20 to 25 feet		$262.08
25 to 30 feet		$400.40
Greater than 30 feet		$494.00
Land Based Salavage Operation	Per Linear Foot	
Less than 20 feet		$169.00
20 to 25 feet		$243.36
25 to 30 feet		$371.80
Greater than 30 feet		$390.00

Emergency Drinking Water and Ice Supply

Drinking Water

Cases		Price/Case	Per Unit	Per Pallet
1-75		$12.94	$0.80	$698.76
75-375		$12.94	$0.80	$698.76
376-750		$12.94	$0.80	$698.76
751-1500		$12.94	$0.80	$698.76

Ice Supply

Packaged Ice Delivered			Per Pound	$1.48

Emergency Sleeping Quarters

Option 1			*Option 2*	Unit Rental Price
1 --- 168-Man Dormitory Structure	Unit Rental Price		200-Man Tension Tent	$183,208.50
Wood Floor w/ New Carpeting	$158,276.40		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 I-lii-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	$90,749.40
1 Dining Structure for 350	Unit Rental Price		*1 Dining Sintclure for350*	
Wood Floor	$120,736.80		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		
	Units for	Unit Rental Price
Portable Toilet Facilities	150-Person Camp	$18,988.74
Daily Cleaning & Service	250-Person Camp	$30,673.74
Up to 4 Weeks Rental	500-Person Camp	$60,116.25

Shower Facilities	Unit Rental Price		**Laundry Facility**	Unit Rental Price
1 -14HeadShower Trailer Unit	$[illegible]05.00		*Laundry Trailer Un[illegible]*	

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	$472.62	$2,146.06
56 kW Generator	$1,025.85	$5,427.17
100 kW Generator	$1,480.86	$7,917.65
175 kW Generator	$2,344.13	$1,250.00
250 kW Generator	$2,344.13	$13,458.44
320 kW Generator	$4,104.49	$24,508.66
500 kW Generator	$6,337.20	$37,056.52
800 kW Generator	$10,000.00	$58,200.00
1000 kW Generator	$12,662.30	$73,904.51
1500 kW Generator	$18,175.86	$108,723.65

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	$93.75	
1,000 gallon single wall tank	Portable Storage Tank	Per Day	$106.25	
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	$118.75	
6,000 gallon or greater tank	Portable Storage Tank	Per Day	$187.50	
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	$25.00	
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	$400.00	
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	Per Day	$500.00	
Truck with Man	Transport Truck w/trailer or Bobtail Truck	Per Day	$1,820.00	8 HOUR DAY
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	Per Day	$750.00	
Mobile Fuel Station	12,000 Gal capacity on trailer	Per Day	$1,760.00	8 HOUR DAY
FracTank	20,000 gallon frac tank	Per Day	$255.00	
Labor	Man to operate fuel station or fuel vehicles	Per Day	$986.00	

Fuel

Item	Description	Purchase Price	Unit
Fuel	Gasoline "OPIS Rack Daily Average Price +	$0.74	Per gallon
Fuel	Diesel "OPIS Rack Daily AveragePrice +	$0.74"	Per gallon

Emergency Satellite Telphone/Communication Services Price Schedule

Satellite Phone Service

	Rate Per Minute
Per Satellite Phone	$2.50

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	$4,920.00
6 month	$3,690.00
9 month	$2,493.00
12 month	$1,235.00

Bandwidth

Service	Monthly Cost
Disaster Response	$2,112.27

Bandwithdth Service	Contention	Upload(Kbps)	Download(Mbps)	Volp lines
Disaster Response	10	768	2	$6.00

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 10 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:	$1,485.23	One time
Single Unit	$998.00	Per month

Single Unit

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

Category	Rate	Unit
Setup Fee:	$1,653.12	One time
Single Unit	[illegible]8.00	Per month

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

Category	Rate	Unit
Setup Fee:	$2,202.01	One time
Single Unit	$1,498.00	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	$1,848.00	Per month
Port-o-let (per unit)	$72.60	Per day

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

Emergency Pumping Units Price Schedule

Description	Rate (Per Day)	Rate (Per Hour)	Rate (Per Wk)	Rate (Per Mnth)
4" Trash Pump Package	$1,089.05	$90.75	$7,623.35	$32,671.50
6" Trash Pump Package	$1,654.85	$137.90	$11,583.95	$49,645.50
6" Hydraulic Pump with Power Pack	$1,216.70	$101.39	$8,516.90	$36,501.00
8" Hydraulic pump with Power Pack	$1,818.15	$151.51	$12,727.05	$54,544.50

Drying In, Decontamination, Mold Remediation, restoration Price Schedule

Categories/Descriptions

Drying Equipment	Unit	Rate	
Dehumi ification Unit (50cfm-100cfm)	Day	$91.00	Each (per day rental)
Dehumidification Unit (110cfm-200cfm)	Day	$149.00	Each (per day rental)
Dehumidification Unit (220cfm-300cfm)	Day	$175.00	Each (per day rental)
Dehumidification Unit (500cfin-600cfm)	Day	$382.00	Each (per day rental)
Dehumidification Unit (1000cfm)	Day	$667.00	Each (per day rental)
Dehumidification Unit (2000cfm-2250cfin)	Day	$1,289.00	Each (per day rental)
Dehumidification Unit (3500cfm)	Day	$259.00	Each (per day rental)
Dehumidification Unit (4500cfm-5000cfm)	Day	$356.00	Each (per day rental)
Dehumidification Unit (8500cfm)	Day	$1,133.00	Each (per day rental)
Dehumidification Unt (15,000cfm)	Day	$324.00	Each (per day rental)
Miscellaneous Equipment			
40 Ton AC Unit	Day	$1,049.00	Each (per day rental)
100 Ton Chiller Unit	Day	$1,159.00	Each (per day rental)
200 Ton Chiller Unit	Day	$919.00	Each (per day rental)
Air ComQressor {110 esi)	Day	$39.00	Each (per day rental)
Air Compressor (125 psi)	Day	$220.00	Each (per day rental)
Air Mover	Day	$32.00	Each (per day rental)
Buffer, Floor	Day	$39.00	Each (per day rental)
Cart, Tilt/Demolition	Each	$26.00	
Dolly, 2-WhV4-Whl/Drm/Whlbr	Each	$49.00	
Electrical Dist. Panel (Seider Box)	Each	$71.00	
Electrical Kit (Ext. Cord GF), Surge Protcctor	Each	$18.00	
Extraction Unit (Portable)	Day	$162.00	Each (per day rental)
Extraction Unit {Trailer)	Day	$583.00	Each (per day rental)
Filtration Unit	Each	$32.00	
Fire Extin ishe	Each	$98.00	
First Aid Kit	Each	$29.00	
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba	Each	$16.00	
HEPA Filtration Unit (10,000cfin)	Day	$389.00	
HEPA Filtration Unit (2,000cfin)	Day	$123.00	
Light, Portable	Each	$48.00	
Light, Stand	Each	$19.00	
Light, String	Each	$13.00	
Mobile Commande Center	Day	$759.00	Each (per day rental)
Negative Pressure Recorder	Each	$65.00	
Ozone Machine	Day	$155.00	Each (per day rental)
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	$18.00	Each (per day rental)
Pump, Small	Day	$52.00	Each (per day rental)
Pump, Flood	Day	$175.00	Each (per day rental)
Respirator, Negative Pressure (Half Face)	Each	$6.00	
Respirator, PAPR (Full Face)	Each	$32.00	
Radio, Job Site	Day	$13.00	Each (per day rental)
Shower/Wash Station	Day	$98.00	Each (per day rental)
Sprayer, Airless	Each	$84.00	
Thermal Image Camera	Day	$65.00	Each (per day rental)
Trailer	Day	$149.00	Each (per day rental)
Truck, 24ft	Day	$123.00	Each (per day rental)
Truck, Pick-Up	Day	$84.00	Each (per day rental)
Truck, Water Extraction	Day	$259.00	Each (per day rental)
Vacuum, (Wet/Dry)	Each	$98.00	
Vacuum, HEPA	Each	$97.00	
Van/Bus	Day	$123.00	Each (per day rental)
Vent/Wall Cavity Drying Unit	Day	$453.00	Each (per day rental)
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	$13.00	Each (per day rental)

Storage Containers

Description	Monthly Rate
40' Conex Box	$3,150.00
20' Conex Box	$2,100.00

References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Include the Event and Date with your references. Proposer shall provide references not affiliated with the County of Hidalgo, or any of its employees.

Reference #1:

Client / Company Name: Beaufort County, SC	
Contact Name: Pamela Cobb	Contact Title: Public Works
Phone: (843) 255-2721;	Email: pcobb@bcgov.net
Date and Scope of Services Provided: October 2016 – April 2017 Storm, Debris Removal, Debris Management Site Operations & Disposal CY of Debris Removed: 1,630,533 CY	

Reference #2:

Client / Company Name: City of Katy, TX	
Contact Name: Elaine Lutringer	Contact Title: Public Works Director
Phone: (281) 391-4830	Email: elutringer@cityofkaty.com
Date and Scope of Services Provided: September - November 2017 Emergency Services for Removal and Disposal of Debris Services CY of Debris Removed: 29,495	

Reference #3:

Client / Company Name: Glynn County, GA	
Contact Name: Dave Austin	Contact Title: Public Works and Maintenance Director

Phone: (912) 554-7701	Email: daustin@glynncounty-ga.gov
Date and Scope of Services Provided: September – December 2017 Debris Removal & Disposal Services CY of Debris Removed: 758,077	

Reference #4:

Client / Company Name: Columbia County, GA	
Contact Name: Suzie Hughes	Contact Title: EMA Specialist VI
Phone: (706) 868-3303	Email: shughes@columbiacountyga.gov
Date and Scope of Services Provided: February – August 2014 Removal and Disposal of Disaster Debris CY of Debris Removed: 648,444 CY	

Please see additional references provided on the following pages.

Additional References

Ceres Environmental Services, Inc. has a long record of successful contract performance. Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. Listed below is a selection of our references from projects completed in the past ten (10) years.

Event	Contract Activity	Government Entity	Amount	Contract Period
Hurricane Irma	Emergency Debris Management Services	Winter Park, FL	$571,118.21 46,441 CY	September - November 2017
	Point of Contact: Keri Martin, Debris Project Manager/Risk Manager; 401 Park Avenue South, Winter Park, FL 32789; Tel. (407) 599-3390 or (407) 427-3809; kmartin@cityofwinterpark.org			
Hurricane Irma	Disaster Recovery Services	Sarasota, FL	$853,148.06 79,661 CY	September-December 2017
	Point of Contact: Doug Jeffcoat, Public Works Director; 1761 12th Street, Sarasota, FL 34236; Tel. (941) 329-6101 ext 6101; douglas.jeffcoat@sarasotafl.gov			
Hurricane Irma	Disaster Recovery Debris Removal Services	Palm Bay, FL	$1,664,692.90 220,943 CY	September-November 2017
	Point of Contact: Barney Weiss, Asst. Public Works Director; 1050 Malabar Road SW, Palm Bay, FL 32907; Tel. (321) 953-8996 ext. 6481; barney.weiss@palmbayflorida.org			
Hurricane Matthew	Debris Removal & Disposal Services	Glynn County, GA	$7,945,091.78 496,202 CY	October 2016 – March 2017
	Point of Contact: Dave Austin, Director, Public Works & Park Services, 4145 Norwich Street, Brunswick, GA 31520; Tel: (912) 554-7701; Fax (888) 558-1549; daustin@glynncounty-ga.gov			
Hurricane Matthew	Emergency Debris and Disaster Recovery Services	Palm Beach Gardens, FL	$31,507.78 3,936 CY	November 2016
	Point of Contact: David Reyes, Director, Public Services and Emergency Management, 10500 North Military Trail, Palm Beach Gardens, FL 33410; Tel. (561) 804-7015, dreyes@pbgfl.com			
Winter Storm Goliath	Emergency Debris Removal/Grinding/Burning Services	Oklahoma Environmental Management Authority (OEMA)	$2,040,657.00 237,427 CY (collection & removal) 151, 127 CY (grinding) 213,223 CY (air curtain burning)	December 2015 – March 2016
	Point of Contact: David Griesel, General Manager (OEMA), 1505 South Rock Island, El Reno, OK 73036; Tel. (405) 822-1031; dgriesel@oemaok.org			
2013 Winter Storm	Removal and Disposal of Eligible Disaster-Related Tree and Other Vegetative Debris	City of Rapid City, SD	$1,440,473.80 100,664 CY, 7,538 Hangers, 481 Leaners	October-December 2013
	Point of Contact: Ted Johnson, Public Works, 300 Sixth Street, Rapid City, SD 57701, Tel. (605) 394-4154, Fax (605) 355-3083, ted.johnson@rcgov.org			
2013 Wind Storm	Debris Removal and Processing	City of Albemarle, NC	$732,260.92 46,577.95 CY	July-September 2013
	Point of Contact: Nina Underwood, Public Works Director, 704 Arlington Ave. Albemarle, NC 28002, Tel. (704)-984-9667, nunderwood@ci.albemarle.nc.us			
Hurricane Isaac	Collection, Processing and Disposal of Hurricane Isaac-Generated Storm Debris from Right-of-Ways in Unincorporated Jefferson Parish	Jefferson Parish, LA	$1,503,843.22 125,148.99 CY	August – September 2012
	Point of Contact: Kathy Russo, Environmental Quality Supervisor, Jefferson Parish, 4901 Jefferson Highway, Suite E, Jefferson, LA 70121, Tel. (504) 736-6443, Fax (504) 731-4607, KRusso@jeffparish.net			
Winter Storm Alfred	Removal, Reduction & Disposal of FEMA-Eligible Debris	Town of Simsbury, CT	$3,152,644.53 274,109 CY	November - December 2011
	Point of Contact: Thomas J. Roy, Director of Public Works, 933 Hopmeadow Street, PO Box 495, Simsbury, CT 06070, Tel. (860) 658-3222, troy@simsbury-ct.gov			

Event	Contract Activity	Government Entity	Amount	Contract Period
Hurricane Ike	Hurricane Ike Debris Management Services	U.S. Army Corps of Engineers; Galveston, Harris and Chambers Counties, Texas	$3,566,179.00 88,308.00 CY	September 2008 – October 2008
	Point of Contact: Timothy Black, Contracting Officer, U.S. Army Corps of Engineers, Tel. (504) 862-2912, timothy.black@mvn02.usace.army.mil			

4 PROPOSER'S EXPERIENCE AND QUALIFICATIONS

4.A Person Authorized to Answer Questions

Dawn Brown, Proposal Manager/Assistant Corporate Secretary, is authorized to answer questions regarding the proposal. Her contact information is listed below.

Name and Title:	Dawn Brown Proposal Manager/Assistant Corporate Secretary
Email:	dawn.brown@ceresenv.com
Business Phone:	(800) 218-4424
Mobile Phone:	(612) 578-0316
Fax:	(866) 228-5636

4.B Firm Information

Company Name:	Ceres Environmental Services, Inc.
Type of Company:	Corporation
Address	9945 Windfern Road Houston, Texas 77064
Phone	(800) 218-4424
Fax	(866) 228-5636
Year Established:	Under current name: July 31, 1995 Company established: 1976
Former Names	Ceres Tree Service

4.C Principals and Key Personnel

Ceres Environmental Services, Inc. has 260 employees, more than 60 of whom are professional staff. Many of our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts, and has demonstrated its ability to respond to large-scale events.

For Hidalgo County, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Hidalgo County for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Hidalgo County.

Principals

David McIntyre, Sole Shareholder and President

During the last 43 years, Mr. McIntyre has led the successful performance of over 135 FEMA reimbursed contracts distinguishing himself by his ability to efficiently apply capital resources, assemble teams of highly competent people, and provide a high-quality end result for satisfied customers. Mr. McIntyre has led the emergency response operations for hurricanes, ice storms, wind storms, earthquakes, and floods, collecting, transporting, processing, and disposing of millions of cubic yards of storm generated debris and providing temporary roofing installation. Mr. McIntyre has also provided leadership and direction to over 95 construction, demolition, abatement, clearing, and grinding projects for the federal government including U.S. Army Corps of Engineers, U.S. Navy, U.S. Army, U.S. Air Force, U.S. Department of Interior, U.S. Department of Agriculture, LA DOTD, TX DOT, and multiple cities, local municipalities, and public agencies. Mr. McIntyre has graduate coursework in Physics, Chemistry, and Mathematics from the University of Minnesota Institute of Technology and University of Minnesota.

David Preus, Senior Vice President

Mr. Preus has 19 years of experience with Ceres Environmental Services, Inc. directing the Emergency Management Services Division and providing project management on over 60 FEMA reimbursed disaster recovery contracts including hurricanes, tornadoes, ice storms, wind storms, and floods. Mr. Preus has participated in 16 U.S. Army Corps of Engineers emergency recovery contracts with Ceres as prime contractor, including 8 USACE debris management contracts. Mr. Preus leads and provides overall guidance to the company's Emergency Response Team in the areas of preparatory, mobilization, and implementation of operations. Mr. Preus completed the General Management Program at Harvard University, holds a MBA from University of Minnesota Carlson School of Management and Bachelor's degree in History from University of Minnesota. He is FEMA certified in Debris Management, certified in NIMS, and USACE-certified in Construction Quality Management for Contractors, and is fluent in English and Spanish.

Key Personnel

Stanley Bloodworth, Project Manager

Mr. Bloodworth has more than 35 years of Project Management experience in the construction and disaster recovery industry. His professional career includes a 25-year tenure with the U.S. Army Corps of Engineers, where he held a variety of construction coordination and management roles. After leaving the Corps, he entered the private disaster recovery industry serving as a project/program manager, senior project manager, operations manager and vice president of operations. He is a highly-skilled, boots-on-the-ground manager of disaster recovery projects, specifically those requiring expertise related to removal, reduction and final disposition of vegetative, construction, demolition and hazardous debris.

Karl Dix, FEMA Reimbursement Specialist

Mr. Dix experience includes project management; quality control of operational and administrative functions to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing of FEMA paperwork; training sessions with clients; and development of new record-keeping systems. His responsibilities include developing business relationships

with current and potential clients; development of strategic plans; and management of assigned projects. Mr. Dix holds a Bachelor degree in Business Administration from Emory University.

Tia Laurie, Corporate Secretary/Subcontractor Manager

Ms. Tia Laurie is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that County efforts are well under way within the time frames required.

For more extensive information on the qualifications of Ceres project management team, please see their resumes provided in this section of the proposal. Resumes of the additional key personnel that will be made available depending on the size and severity of the event are included in proposal **Section 4.E, Other Key Personnel**.

If for any reason key personnel named in this proposal are not available for a Hidalgo County event, or are not acceptable to the County, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

David A. McIntyre, Sole Shareholder and President

During the last 43 years, Mr. McIntyre has led the successful performance of over 135 FEMA reimbursed contracts distinguishing himself by his ability to efficiently apply capital resources, assemble teams of highly competent people, and provide a high-quality end result for satisfied customers. Mr. McIntyre has led the emergency response operations for hurricanes, ice storms, wind storms, earthquakes, and floods; collecting, transporting, processing, and disposing of millions of cubic yards of storm generated debris and providing temporary roofing installation. Mr. McIntyre has also provided leadership and direction to over 95 construction, demolition, abatement, clearing, and grinding projects for the federal government including U.S. Army Corps of Engineers, U.S. Navy, U.S. Army, U.S. Air Force, U.S. Department of Interior, U.S. Department of Agriculture, LA DOTD, TX DOT, and multiple cities, local municipalities, and public agencies.

PROFESSIONAL EXPERIENCE

- **Hurricanes Hermine and Matthew 2016**. Provided management oversight for over 20 individual projects following Hurricane Hermine in September and Hurricane Matthew in October.
- **Louisiana Flooding 2016**. Provided management oversight for Ceres response to Louisiana floods in August following heavy rains.
- **Oklahoma Storms 2015**. Provided management oversight to Ceres response to Winter Storms Cara and Goliath. Ceres responded to six different jurisdictions in Oklahoma.
- **Livingston Parish Waterway Cleanup 2015**. Management oversight for Ceres response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014**. Management oversight for Ceres response in several Alabama cities damaged by May tornadoes. Ceres provided removal and disposal services for eligible debris.
- **Winter Storm Pax 2014**. Management oversight for Ceres response in Georgia and North Carolina. Ceres provided removal and disposal of storm-related debris in both states.
- **Winter Storm 2013**. Management oversight for early winter storm in October 2013. Ceres provided removal and disposal of disaster-related vegetative debris in South Dakota.
- **Upper Midwest Ice Storm 2013**. Management oversight for Ceres' response to spring ice storms in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013**. Management oversight for Ceres response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Provided management oversight for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota. Ceres removed emergency levees and repaired damage to existing levees.
- **Hurricane Irene 2011**. Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Provided management oversight for response to record-setting tornadoes that hit the Southeast. Presided over four contracts in Alabama, including management of over 1 million CY of debris in Jefferson County.
- **New Zealand Earthquake 2011– present**. Oversight of response to Christchurch earthquake. Established a New Zealand branch office of Ceres to work in conjunction with the Canterbury Earthquake Recovery Authority (CERA) to provide extensive disaster response services including debris management, design-build seismic stabilization, demolition/deconstruction/implosion services and large scale materials recycling operations. Working as a capital partner, developer and construction manager in the country to help salvage and repair damaged buildings.

- **Haiti 2010-2013**. Oversight of response to the devastating earthquake that hit Haiti in January 2010. Provided management oversight of a survey contract for the International Office on Migration, an $11M landfill management and debris reduction site contract for the Haitian Ministry of Public Works and Communications (MTPTC) and The World Bank, environmental remediation projects for World Vision and new construction in the country.
- **Hurricane Ike 2008**, Presided over debris collection, transportation, and disposal on 11 different contract locations in Texas and Louisiana
- **Hurricane Gustav 2008**, Oversight of collection, transportation, processing, and disposal of over 1.9 million cubic yards of debris; Trimming and removal of hazardous trees in Louisiana
- **Hurricane Dolly 2008**, Provided oversight and management guidance in debris collection, transportation, recycling, and disposal in Texas
- **Hurricane Wilma & Rita 2005**, Directed debris collection, transportation, and disposal; Emergency temporary roofing installation in Florida
- **Hurricane Katrina 2005**, Lead Project Manager for collection, transportation, processing, and disposal of over 13 million cubic yards of debris; Trimming and removal of over 165,000 hazardous trees; Asbestos abatement and demolition of 916 buildings; Decontamination and disposal of over 315,000 white goods in 11 Louisiana Parishes; Emergency temporary roofing installation of over 21,000 buildings in 32 Mississippi counties
- **Hurricane Ivan 2004**, Project Manager in collection, transportation, and disposal of over 680,000 cubic yards of debris including the processing of over 505,000 cubic yards of debris in Florida
- **Hurricane Jeanne & Frances 2004**, Managed the collection, transportation, and disposal of over 404,000 cubic yards of debris in 13 Florida counties
- **Hurricane Charley 2004**, Directed Debris collection, transportation, and disposal; Emergency temporary roofing installation in 4 Florida counties
- **Hurricane Isabel 2003**, Project Management to debris removal and disposal in Virginia
- **Hurricane Floyd 1999**, Lead Project Manager to debris removal and disposal in North Carolina
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Hurricane Georges 1998**, Presided over collection and disposal of over 2.3 million cubic yards of debris; Management of 17 TDSR sites; Emergency temporary roofing installation on over 3,000 buildings in Puerto Rico.
- **Hurricane Fran 1996.** Project management for USACE contract providing debris removal, reduction and site management.
- **Hurricane Andrew 1992**, Lead Project Manager to debris collection, transportation, and disposal; Provided USACE with 25 new chippers/grinders with 48 hours in Florida

EDUCATION/CERTIFICATIONS

- Graduate coursework in Physics, Chemistry, and Mathematics from the University of Minnesota Institute of Technology and University of Minnesota
- Licensed Florida General Contractor

David A. Preus, Senior Vice President

Mr. Preus has been employed for 19 years with Ceres Environmental Services, Inc. directing the Emergency Management Services Division and providing project management on over 60 FEMA reimbursed disaster recovery contracts including hurricanes, tornadoes, ice storms, wind storms, and floods. Mr. Preus leads and provides overall guidance to the company's Emergency Response Team in the areas of preparatory, mobilization, and implementation of operations. Mr. Preus has participated in 16 USACE emergency recovery contracts with Ceres as prime contractor.

PROFESSIONAL EXPERIENCE

- **Hurricanes Hermine and Matthew 2016**. Provided management oversight for over 20 individual projects following Hurricane Hermine in September and Hurricane Matthew in October. Also worked in the field as project manager after Hurricane Matthew.
- **Louisiana Flooding 2016**. Provided management oversight for Ceres response to Louisiana floods in August following heavy rains.
- **Oklahoma Ice Storms 2015**. Provided management oversight to Ceres response to Winter Storms Cara and Goliath. Ceres responded to six different jurisdictions in Oklahoma.
- **Livingston Parish Waterway Cleanup 2015**. Management oversight for Ceres response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014**. Management oversight for Ceres response in several Alabama cities damaged by May tornadoes. Ceres provided removal and disposal services for eligible debris.
- **Winter Storm Pax 2014**. Management oversight for Ceres response in Georgia and North Carolina. Ceres provided removal and disposal of storm-related debris in both states.
- **Upper Midwest Ice Storm 2013.** Led Ceres' debris management prime contracts in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013**. Management oversight for Ceres' response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey as prime contractor.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011**. Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Provided management for Ceres' response to record-setting tornadoes as Ceres hauled 1,191,553 CY of debris, reducing the vegetative portion by grinding.
- **Haiti Earthquake 2010-2013**. Project Manager working with the International Organization for Migration on camp population and needs. Managed transitional housing prototypes. Participated in World Bank-financed 4.15 million CY rubble recycling project.
- **Hurricane Ike 2008**, Project management and operations management in 3 counties in Texas to clear and haul hurricane debris under Ceres' USACE ACI contract.
- **Hurricane Gustav 2008**, Project oversight for three contracts totaling over 2,000,000 cubic yards for debris removal and disposal, trimming and removal of hazardous trees, and removal and disposal of white goods in Louisiana.
- **Hurricane Katrina 2005**, Project Manager for emergency temporary roofing installation on more than 21,000 homes and buildings throughout 32 MS counties. Assisted in removal of over 13 million cubic yards of debris throughout 11 LA Parishes.

EDUCATION/CERTIFICATIONS

- General Management Program, Harvard Business School, Boston, MA, completed May 2014
- MBA, University of Minnesota Carlson School of Management
- Bachelor's degree, History, University of Minnesota
- Department of Homeland Security GS-202, Debris Management

USACE CQM, FEMA IS-100, and First Aid/CPR certified

Stanley D. Bloodworth, Project Manager

Mr. Bloodworth has more than 35 years of Project Management experience in the construction and disaster recovery industry. His professional career includes a 25-year tenure with the U.S. Army Corps of Engineers, where he held a variety of construction coordination and management roles. After leaving the Corps, he entered the private disaster recovery industry serving as a project/program manager, senior project manager, operations manager and vice president of operations. He is a highly-skilled, boots-on-the-ground manager of disaster recovery projects, specifically those requiring expertise related to removal, reduction and final disposition of vegetative, construction, demolition and hazardous debris.

PROFESSIONAL EXPERIENCE

- **Louisiana Floods 2016**. Project Manager for Livingston Parish project involving clean-up following heavy rains and flooding in Louisiana in August 2016.
- **Texas Floods 2016**. Project Manager in Bastrop County following flooding in the county.
- **Winter Storm Goliath 2015**. Project Manager for clean-up of several cities and counties under the Oklahoma Emergency Management Authority following Winter Storm Goliath over Christmas 2015.
- **Winter Storm Pax 2014**. Operations Manager for Columbia County clean up after Winter Storm Pax. Managed removal and disposal of over 500,000 CY of debris.
- **June Microburst Storm 2013**. Project Manager for cleanup project of debris and tree removal in Albemarle, NC following a summer microburst storm.
- **U.S. Army Corps of Engineers 2006-2011**. Numerous large-scale U.S Army Corps of Engineers, multiple state DOT and municipality debris removal and heavy construction contracts. Specifically two debris removal and one heavy construction contract with the Minneapolis-St. Paul District Army Corps of Engineers. These USACE contracts were part of the recovery effort following the Mouse River Flood of Spring 2011 in Minot, North Dakota Duties required and successfully-completed, included constant, 24/7 communication and availability with the Minot, USACE Disaster Recovery field office and its project engineer and contracting officer. Possessed complete knowledge and responsibility of all contract operation management functions. Retained full authority as company officer to commit to any/all requirements of the contracts including preparation, negotiation and execution of any additional contracts or change order/modifications. Managed preparation and implementation of all aspects of Quality Control, Accident Prevention, Regulatory and Operation Planning. Worked closely with local and state officials to insure all proper permits and licenses were requested and in place prior to and during performance of these contracts. Supervised subordinate managers.
- **2004 – 2006: Program/Project Manager** for Disaster Recovery Operations where he served on numerous disaster recovery contracts including:
    - 2004 Hurricane Charley Tampa, Orlando, Deltona, Daytona, Florida
    - 2004 Hurricane Frances, Tampa, Daytona, Jacksonville, FL
    - 2004 Jeanne, Daytona, FL
    - 2004 Tropical Storm Ivan, Perdio Key, FL/Pensacola Beach, FL
    - 2004 Tropical Storm Dennis,
    - 2005 Hurricane Katrina, Louisiana
    - 2005 Hurricane Wilma, Miami
    - 2008 Hurricane Ike, Galveston, TX

EDUCATION/CERTIFICATIONS

- Holds and has held numerous USACE certifications including: CQM, materials laboratory technician, flexible pavement and concrete inspection, nuclear density operator, civil engineering technician
- OSHA 30
- CPR/First Aid
- Coursework, University of Mississippi

Karl A. Dix, III, FEMA Reimbursement Specialist

Mr. Dix's experience includes project management; quality control of operational and administrative functions to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing of FEMA paperwork; training sessions with clients; and development of new record-keeping systems. His responsibilities include developing business relationships with current and potential clients; development of strategic plans; and management of assigned projects.

PROFESSIONAL EXPERIENCE

- **Southeast Tornadoes 2017**. Operational oversight for debris removal and disposal project in the City of Albany, GA.
- **Hurricane Matthew 2016**. Project Manager for Charleston County, SC and Bald Head Island, NC debris removal and disposal projects following Hurricane Matthew in October.
- **Hurricane Hermine 2016**. Project Manager for Glynn County, GA debris removal and disposal project.
- **Oklahoma Ice Storms 2015**. Quality control and assurance for debris removal and disposal projects for Oklahoma Emergency Management Authority, Oklahoma City, and Warr Acres following severe winter storms.
- **Winter Storm Ulysses 2014**. Quality control and quality assurance for NCDOT project resulting in the removal and disposal of 300,000 cubic yards of ice storm debris. Reviewed contract for FEMA eligibility and ensured overall project performance to contract specifications.
- **Winter Storm Pax 2014**. Quality control and quality assurance for Columbia County, GA project resulting in the removal and disposal of 500,000 cubic yards of ice storm debris. Reviewed contract for FEMA eligibility, drafted FEMA compliant inter-local agreements and ensured performance of the project to contract specifications.
- **Black Forest Fire 2014**. Project support for El Paso County, CO contract resulting in the removal of over 1,500 fire-damaged trees. Provided operational planning in support of the PM.
- **Mississippi/Alabama Tornadoes 2014**. Quality control and quality assurance to 4 projects resulting in the removal and disposal of 200,000 cubic yards of tornado debris. Oversaw contract negotiations and reviewed contract for FEMA eligibility.
- **Hurricane Sandy 2012-2013**. Program lead, project administration, safety and support for multiple projects in NJ and VA. Removed roughly 150,000 CYs across all projects.
- **Hurricane Isaac 2012**. Program lead, project administration, safety and support in response to Hurricane Isaac. Removed over 1,000,000 CY of debris from Mississippi River levees in Plaquemines Parish.
- **Virginia Derecho 2012**. Program lead/project manager for debris site management, grinding and disposal following a derecho event impacting Virginia.
- **North Dakota Flooding 2011**. Program lead, project administration for USACE emergency debris removal and mobile home group site construction missions after historic flooding in spring of 2011 near Minot, North Dakota.
- **Hurricane Irene 2011**. Program lead, project administration, safety and support for response to Hurricane Irene's impact on the Atlantic coast. Removed over 110,000 CY of debris on 5 projects.
- **Alabama/Tennessee Tornadoes 2011**. Program lead, project management and administration, safety and support for three debris projects and one haul and install THUs in response to the April tornadoes. Removed over 240,000 CY across two municipal projects.
- **North Carolina Tornadoes 2011**. Program lead, project management and administration, safety and support for response to NC tornadoes on 3 separate projects. Removed over 130,000 CYs of disaster debris.

EDUCATION/CERTIFICATIONS

- Bachelor of Business Administration, Emory University
- Master's of Science in Threat and Response Management, University of Chicago (in progress)
- FEMA IS 100, 631, 632, 700, 701, 703, 800

Tia Laurie, Corporate Secretary/Subcontractor Manager

Tia Laurie provides a background in several fields including quality control, construction, logistics, purchasing, and contracting. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions. Additionally, Ms. Laurie is responsible for the overall subcontractor response to all disaster response and recovery missions. She manages the overall development and maintenance of relationships with subcontractors specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors.

PROFESSIONAL EXPERIENCE

- **Hurricanes Hermine and Matthew 2016**. Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016**. Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015**. Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornados 2014**. Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS.
- **Winter Storm Pax and Ulysses 2014**. Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013**. Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts. Recruited local and specialty subcontractors for hurricane debris cleanup.
- **Alabama Tornadoes 2011.** Subcontractor Liaison; recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010**. Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009**, Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav and Ike 2008,** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing and disposal operations.
- **Floods 2008**, Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008**, Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.
- **Centex Homes 2005-2007**, Purchasing Agent managing contract negotiations for residential communities; Management of land developers, architects, and general contractors.
- **U.S. Army Corps of Engineers, Captain 1999-2005**, Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; **awarded Bronze Star Medal for her bravery and meritorious service** with USACE.

EDUCATION/CERTIFICATIONS

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
  Red Cross Disaster Services certified

4.D Project Primary Contact

For questions regarding this proposal, please contact Dawn Brown, Proposal Manager/Assistant Corporate Secretary.

Name	Phone	Cell Phone	Fax	Email
Dawn Brown	800-218-4424	612-578-0316	866-228-5636	dawn.brown@ceresenv.com

To activate this contract, or in the case of an emergency, please contact Tia Laurie, Corporate Secretary/Subcontractor Manager.

Name	Phone	Cell Phone	Fax	Email
Tia Laurie	800-218-4424	813-333-8254	866-228-5636	tia.laurie@ceresenv.com

Tia Laurie provides a background in several fields including quality control, construction, logistics, purchasing, and contracting. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions. Additionally, Ms. Laurie is responsible for the overall subcontractor response to all disaster response and recovery missions. She manages the overall development and maintenance of relationships with subcontractors specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors.

PROFESSIONAL EXPERIENCE

- **Hurricanes Hermine and Matthew 2016**. Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016**. Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015**. Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornados 2014**. Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS.
- **Winter Storm Pax and Ulysses 2014**. Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013**. Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts. Recruited local and specialty subcontractors for hurricane debris cleanup.
- **Alabama Tornadoes 2011.** Subcontractor Liaison; recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010**. Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009**, Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav and Ike 2008,** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing and disposal operations.
- **Floods 2008**, Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008**, Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.

- **Centex Homes 2005-2007**, Purchasing Agent managing contract negotiations for residential communities; Management of land developers, architects, and general contractors.
- **U.S. Army Corps of Engineers, Captain 1999-2005**, Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; **awarded Bronze Star Medal for her bravery and meritorious service** with USACE.

EDUCATION/CERTIFICATIONS

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

4.E Other Key Personnel

Personnel (Alphabetically by Last Name)

Ricky W. Adams, Health and Safety Officer

Mr. Adams serves as a Health and Safety Officer for Ceres Environmental Services, Inc. Mr. Adams has U.S. and international field experience as well as a long history of safety training and occupational safety analysis. Mr. Adams has a long record supervising safety for projects in many different fields and locations. Mr. Adams holds multiple safety certifications, is a certified nurse and EMT, and was honorably discharged from the U.S. Army after fourteen years of service. He is fluent in English and Spanish.

PROFESSIONAL EXPERIENCE

- **Safety Supervisor** Fluor Constructors; Inverness, Pensacola and Tallahassee, FL; 09/10 to 01/11. Conducted new-hire safety orientations at the Withlacoochee Technical Institute in Inverness, FL for all Citrus County, FL Qualified Community Responders (QCRs) for the BP Gulf Coast Recovery Project. Supervised safety during beach clean-up operations at Fort Pickens, FL. Conducted general safety audits at the warehouse facility and lay-down yards in Tallahassee, FL.
- **Site Safety & Health Officer (SSHO**) Ceres Environmental Munster Indiana and Des Moines, Iowa. 06/10 to 07/10. USACE Contract EM 385-1-1, Heavy construction of berms. Observed site activities to ensure completion in accordance with the Accident Prevention Plan and the Site Safety and Health Plan.
- **Safety Lead** Fluor Constructors, Roxana, Illinois, 11/ 08 to 06/10. Performed duties as Field Safety Lead, supervising seven field Area Safety Supervisors at the ConocoPhillips Wood River Refinery CORE Expansion Project.
- **Safety Manager** General Electric/Granite Services, Tampa, FL, 2005-2008. Served in various safety capacities on projects located from Maine to Uruguay. Performed site safety audits, safety training and compliance with company procedures. Conducted weekly safety meetings and ensured compliance with project standards.
- **Safety Manager** Titan Contracting and Leasing Inc., Owensboro, Kentucky, 10/05. OMU Miscellaneous plant and boiler repairs. Responsible for all permitting, i.e., confined space, hot work and area work. Conducted and documented daily Safety Meetings.
- **System Safety Coordinator** Zachry Construction Corporation area office, Mt Carmel, Illinois, 09/04 to 09/05. System consisting of 12 Cinergy System Power Plant sites located in Illinois, Indiana, Ohio and Kentucky. Conducted new-hire orientations and employee training in a wide variety of areas, including OSHA Annual Awareness training.
- **Project Safety Manager** National Boiler Services Inc, Trenton, Georgia 02/04 - 09/04. Managed project safety during power plant and paper mill shutdowns. Project scopes ranging from extensive boiler repairs to demolition and replacement of pulverize units.
- **Safety Manage**r Titan Contracting and Leasing, Inc., Owensboro, Kentucky, 12/01 – 11/03. Construction of three LM6000 40-megawatt simple-cycle power units (GE Norway Packages). Daily manpower 200+. Responsible for developing and implementing project-specific safety program, including emergency response procedures.

EDUCATION/CERTIFICATIONS

- 510 & 500 OSHA Construction Outreach Trainer # C0015606
- Construction Site Safety Technician (CSST) Instructor. National Certification and Registry
- Academy of Health Sciences (Military Academy), Fort Sam Houston, Texas. Nursing
- City Colleges of Chicago, Emergency Medical Technician
- Other safety training: Dupont STOP Course; Supervising Safety; Accident Investigation; Accident Reporting and Classification; Defensive Off-Road Driving; Drug and Alcohol Awareness; Shell Enhanced Safety Management; Respiratory Protection; Job Safety Analysis; Electrical Safety: Land Seismic Firefighting; Lockout Tag-Out and Confined Spaces; Crane Safety; Trenching and Excavations; Atmospheric Hydrocarbon Testing; Hazard Communication; Materials Handling; Fire Prevention; Industrial Hygiene; Substance Abuse; Rigging and Sling Safety; Sling Signals; Barricades; Process Safety Management; Scaffold Training; PPE and Fall Protection; Pre-Job Safety Planning; Inspections, Audits, Observations; and OSHA from the Contractors Prospective

Jason Alber, Project Superintendent

Mr. Alber has been on project management teams for disaster recovery responses following widespread flooding. Mr. Alber was in the U.S. Army for seven years, working with patrols and Special Forces agencies involved in security and searching. He has also operated and conducted private investigator missions.

PROFESSIONAL EXPERIENCE

- **Hurricane Harvey 2017.** Project Manager for Ceres response to the City of Katy and the City of Wharton in Texas.
- **Louisiana Floods 2016.** Assistant Project Manager for Livingston Parish, removing 850,000 cubic yards of debris throughout the Parish and 20,000 units of white goods ruined in the flood.
- **Louisiana Floods 2016.** Project management for Ceres response to the City of Denham Springs. Began job as Project Superintendent and closed as Project Manager, overseeing removal of more than 250,000 cubic yards of flood debris.
- **Supervisor with Thorson Security, 2012-2016.** Sold and managed day to day operations at local hotels and establishments that contracted for security needs. Operated and conducted private investigations of standard and non-standard duties.
- **U.S. Army, Human Resources Assistant, 2010-2012**. Responsible for performing office automation work using software applications. Served as a canine handler and trainer for Department of Defense and Special Forces agencies.
- **U.S. Army, Desk Sergeant, 2009-2010**. Responsible for managing and coordinating roving patrols providing safety and protection of Fort Leonard Wood, Missouri. Reported on all major incidents affecting military populations.
- **U.S. Army, Canine Handler and Trainer, 2003-2009**. Trained 12 canine teams with continuous rotations in and out of combat situations as well as supporting local agencies. Additional functions included organizing/coordinating competitions with multiple vendors and participants, searching and presenting at community events, and presentations for various recruiting commands.

EDUCATION/CERTIFICATIONS

- BA in Business Administration from Upper Iowa University, emphasis in Emergency Management
- Louisiana State Security License
- Warrior Leadership Course

Mike L. Beevers, Project Manager

Mr. Beevers has been in environmental services for the over 15 years, starting in dirt work and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing subcontractors for large projects, and has responded to disasters such as Hurricane Ike, ice storms in Kentucky, and the 2011 Spring Tornadoes in Alabama. During the clean-up in El Paso County, Colorado following the Black Forest Fire, Mr. Beevers worked directly with the County to ensure the project was completed in accordance with FEMA guidelines.

PROFESSIONAL EXPERIENCE

- **Hurricane Maria 2017-2018.** Project manager for central zones in Puerto Rico roofing projects.
- **Hurricane Irma 2017.** Project manager for Seminole County, FL. Over 1 million cubic yards of debris were hauled as part of this project.
- **Hurricane Harvey 2017.** Project manager for the City of Pearland, Texas.
- **Hurricane Matthew 2016.** Project manager for debris removal project in Beaufort County, South Carolina. Oversaw debris collection and removal from County-wide public and private roads and rights-of-way, resulting in over 1,000,000 cubic yards of debris collected.
- **Hurricane Hermine 2016.** Project manager for debris removal project in Taylor County, Florida following a September hurricane. Oversaw collection of vegetative and C&D debris, as well as white goods and household hazardous waste.
- **Louisiana Floods 2016.** Project manager for Ceres response to the City of Zachary following August flooding.
- **Louisiana Levee Construction 2014-2015.** Fleet Logistics Manager for USACE levee construction projects in LA.
- **Winter Storm Pax 2014.** Truck Boss for ice storm clean up in Guilford County, North Carolina.
- **Black Forest Fire 2013.** Superintendent for debris removal following forest fire in El Paso County, Colorado.
- **Upper Midwest Ice Storm 2013.** Project manager/Truck Boss in Rapid City, SD debris removal project as well as mulch haul superintendent. Knuckleboom operator in Minneapolis for stump removal project.
- **2011–2013: Superintendent, Mobile Recycling U.S.A. Gallup New Mexico**. Managed a recycling company with 22 locations within three (3) states: New Mexico, Arizona, and Colorado. Tasks included: Hiring and managing of 40-50 employees, seeking out properties to place mobile recycling units, daily inventory of all goods purchased from all locations, scheduling pick up of all goods brought to the processing plant where materials were separated, processed, and packaged to be sold to brokers.
- **2008-2010: North Valley Dirt Work and Contracting.** Started a Disaster Relief Division through North Valley Dirt Work and Contracting. Responded to Hurricane Ike in 2008, followed by the Kentucky ice storms in 2009, and the 2011 Alabama tornadoes. Equipment included two (2) grapple trucks, three (3) dump trailers. Tasks included: Managing of employees, scouting of areas for cleanup, and operating grapple trucks.
- **2006-2008 North Valley Dirt Work and Contracting.** Opened a commercial development division. Tasks included: 150-200 acres subdivisions, permitting, bidding of projects and managing from start to finish. Managing 25-30 of our own employees along with hiring, scheduling and managing subcontractors to construct the sub-divisions.
- **2005-2007: Beevers Construction**. Founded company and began building custom homes as well. I continued to supervise both companies. Custom Home building tasks consist of: Permitting, construction of the house pads, roadwork, and underground utilities, supervising all subcontractors for the concrete, framing, roofing and interior design of homes until completion.
- **2001-2007: North Valley Dirt Work and Contracting**. Originally supervised 15-20 employees during preliminary dirt work of constructing custom homes and small businesses. Preliminary work consisting of house pads, septic systems, underground utilities, roads and drainage. Tasks included: bidding of jobs, ordering of materials, scheduling, and completing jobs on time.

David A. Davenport, Health and Safety Officer

Mr. Davenport serves as a Health and Safety Officer for Ceres Environmental Services, Inc. Mr. Davenport has 24 years of experience in the construction industry, 10 within the federal construction sector. He holds multiple certifications from OSHA, is USACE certified in CQM, Red Cross certified in First Aid and CPR, and is working on his second master's degree, in Business Administration.

PROFESSIONAL EXPERIENCE

- **Site Safety & Health Officer** August – September 2011, Minot and Ward County, ND. Removal of emergency levees, rock, rubble and other associated materials from spring 2011 flood fight.
- **Site Safety & Health Officer/Quality Control Manager** June – August 2011. On assignment in Lawrence and Limestone Counties, Alabama; contracted with U.S. Army Corps of Engineers to manage post-tornado remediation. Management oversight of all field Quality Control Managers. Composed and implemented Accident Prevention Plan, Environmental Protection Plan and Accident Hazard Analyses (AHA's) for each definable and sub-definable feature of work. Chaired daily, weekly, and monthly safety meetings. Produced all required daily and weekly safety reports for internal use and for submission to the Corps. Oversight of extraction and disposal of HTRW (Hazardous, Toxic and Radioactive Waste) under dictates of EPA statutes.
- **Site Safety & Health Officer / Alternate Quality Control Manager**, Birdland Levee Systems Improvements Project. July 2010 – June 2011. Project location: Des Moines, IA / US Army Corps of Engineers, Rock Hill District (Rock Hill, IL). Managed extraction and disposal of HTRW (Hazardous, Toxic and Radioactive Waste) under dictates of EPA statutes. Monitored Quality Control Management (QCM) system in an auxiliary capacity.
- **Site Safety & Health Officer/Environmental Manager** – Better Built-Clark [Mentor-Protégé Construction Management Team], Middletown, OH February 2009 – July 2010. Project location: Wright-Patterson Air Force Base for US Army Corps of Engineers, Dayton, OH. 52,000 SF dormitory project.
- **Project Manager** – Clark Construction Co., Inc., Lansing, MI, March 2007 – November 2008. Formed SBA Mentor-Protégé teaming arrangement with Better Built Construction of Middletown, OH. Participated in heavy Quality Assurance and Safety Regulation monitoring.
- **Business Development Manager** (Federal)– Better Built Construction Services, Inc., (Exclusive Department of Defense General Contractor) Trenton, OH, July 2005 – July 2006.
- **Estimator** (Federal) – K-Con, Inc. (Exclusive Federal General Contractor), Charleston, SC, Sept. 2003 – July 2005. Estimated dozens of U.S. Army Corps of Engineers projects nationwide. Conducted extensive sourcing of nationwide GC's, Subcontractors and Building Erectors.
- **Project Manager Assistant/Assistant to Director of Field Operations –** Construction Professionals, Inc., Mt. Pleasant, SC, Mar. 2002 – August 2003. Conducted all aspects of Estimating, Vendor Price Negotiations, Project Management Support.

EDUCATION/CERTIFICATIONS

- MBA in International Business, Liberty University, Lynchburg, VA (in progress).
- MA, Counseling Psychology / Theology, Colorado Theological Seminary, Wheat Ridge, CO
- BA, Counseling Psychology, Colorado Theological Seminary, Wheat Ridge, CO
- Construction Quality Management for Contractors (CQMC/QCM): U.S. Army Corps of Engineers
- OSHA 30 Certified; OSHA HAZWOPER Certified; OSHA Emergency Response Certified; OSHA Management—Certified Competent Person—Excavations; OSHA Management—Certified Competent Person—Fall Protection; OSHA Management—Certified Competent Person—Contractor Safety & Health; OSHA Certified—PPE (Pers. Protect. Equip.)—Common; OSHA Certified—PPE (Pers. Protect. Equip.)—Special; OSHA Certified—Scaffold Erection & User Guidelines; OSHA Certified—Hazardous Materials/Hazardous Waste Recognition and Containment.
- Hazardous Materials and Hazardous Waste Certified (RCRA)
- Red Cross certified in CPR and First Aid
- EP 500-1-1 USACE Civil Emergency Management Program
- FEMA P-325 Public Assistance Debris Management

Gregg S. Dawkins, FEMA Reimbursement Liaison

Mr. Dawkins has more than 25 years of wide-ranging emergency management and homeland security experience working with local, state, and federal government as well as the private sector. This includes 13 years as an emergency manager with the Florida Division of Emergency Management and more than 10 years as a private contractor/consultant. Mr. Dawkins is experienced and knowledgeable with the National Incident Management System (NIMS), Incident Command System, the National Response Framework, FEMA's Hazard Mitigation Assistance, Public Assistance (including debris management), and Individual Assistance programs.

PROFESSIONAL EXPERIENCE

- **Florida Division of Emergency Management, Tallahassee, Florida, Operations Chief/ Planning Manager/Program Administrator.** Operations Chief, State Emergency Operations Center (EOC) from 1996-2001 responsible for coordinating statewide response working with each of Florida's emergency support functions (ESFs) and their local and federal counterparts to support local response efforts. Responsibilities included: evacuation coordination; mission assignments; resource coordination; logistics; conflict resolution; and public information coordination. Managed implementation of the federal Emergency Planning and Community Right-To-Know Act (EPCRA) and Risk Management Planning requirements under the federal Clean Air Act Amendments, Section 112(r). Managed implementation of the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988. Managed annual review/approval program for regional and county hazardous materials plans and county Comprehensive Emergency Management Plans (CEMPs). Planning Manager of the Hazardous Materials Compliance Planning Program's Compliance Verification/Enforcement Unit from 1989-1996. Managed compliance and enforcement program for over 13,000 public and private sector facilities regulated under EPCRA and the Florida Hazardous Materials Emergency Response and Community Right-to-Know program.
- **ICF International, Fairfax, Virginia, Senior Manager/Project Manager.** Project Manager for numerous emergency preparedness planning, training, and exercise projects for federal, state, and local government programs. Responsibilities included contract management, regular client interface, final review/approval of all contract deliverables, and general oversight of all project activities. Developed all hazards planning tools and resources including continuity of operations/ continuity of government (COOP/ COG) plans, comprehensive emergency management/ emergency operations plans, terrorism response plans, pandemic preparedness plans, and standard operating procedures. Designed, developed, conducted, and evaluated numerous comprehensive exercise programs for federal, state, and local clients.
- **Research Planning, Inc. /Titan, Fairfax, Virginia, Project Leader.** Project Leader of the Indiana Terrorism Consequence Management Program responsible for overseeing the development of 69 County Terrorism Plans. Reviewed and provided recommendations for revision to the State of Indiana Emergency Management Agency's Comprehensive Emergency Management Plan. Designed, developed and conducted chemical-biological WMD workshops, tabletop, and functional exercises for 18 counties involving all emergency support functions.
- **Apalachee Regional Planning Council (ARPC), Blountstown, Florida, Regional Planner.** Coordinated the hazardous waste management program for small quantity and large quantity generators of hazardous waste for the nine counties that constitute the ARPC pursuant to the federal Resource Conservation and Recovery Act under the Environmental Protection Agency. Developed one regional and nine county comprehensive hazardous waste assessment plans. Conducted technical assistance and compliance workshops for public and private sector for environmental management and emergency preparedness.

EDUCATION/CERTIFICATIONS

- B.S., Urban & Regional Planning, University of Southern Mississippi, 1982
- Certified in Homeland Security Exercise and Evaluation Program (HSEEP)
- Certified FEMA Evaluator for the Radiological Emergency Preparedness (REP)
- Certified Business Continuity Professional, Disaster Recovery Institute International (pending)
- SECRET security clearance.

Bryan S. Fike, Director of Government Relations

Mr. Fike possesses more than 30 years of disaster response, recovery, incident command, and command center operations experience, including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1984 and was followed by a career in law enforcement from which he retired in 2004. Over the past 15 years, Mr. Fike has managed recovery efforts for many of the largest and most destructive events to ever impact the United States, by coordinating and overseeing large scale disaster debris removal/recovery operations, supervising debris monitoring programs, and spearheading specialized debris programs, as well as short- and long-term recovery programs for impacted communities across the country.

PROFESSIONAL EXPERIENCE

- **Hurricanes Irma, Harvey, Maria 20107-2018.** Served in Client/Government Services advisory role, taking part in every facet of these response and recovery programs.
- **Hurricanes Matthew and Hermine 2016-2017.** Managed multiple jurisdiction activations in Florida.
- **South Carolina Ice Storms 2014.** Debris Removal Programs.
- **Hurricane Isaac 2012.** New Orleans and Louisiana Gulf Coast
- **Alabama Tornadoes, Winter Storm Alfred 2011, Hurricane Irene 2011**
- **Gulf Coast States BP Oil Spill Recovery Programs, AR Game & Fish Commission 2010**
- **Washington Floods, 2009.** Designed one of a kind local resident disposal program
- **Oklahoma Ice Storms, Georgia Tornado, Hurricane Gustav, Iowa Flooding 2008**
- **Hurricane Ike 2008-2009.** Houston- Galveston Theatre of Operations > 57 Cities & Counties – 3,400+ Monitors
- **Oklahoma Ice Storms 2007.** Springfield, Missouri /Tulsa, Muskogee, Checotah, Oklahoma
- **Hurricane Katrina Long-Term Recovery Programs** in Florida, Mississippi, and Louisiana **2006**
- **Hurricanes Katrina, Wilma 2005-2006.** Mississippi Gulf Coast, Southwest Florida
- **Hurricanes Charley, Frances, Ivan, Jean 2004.** Florida

EDUCATION/CERTIFICATIONS

- Bachelor of Science – Political Science, University of North Florida 1990
- State of Florida Certified – Law Enforcement Officer / Firefighter / EMT
- State of Florida, Incident Command Center Operations and Communication
- IS630 - Introduction to the Public Assistance Process
- IS631 - Public Assistance I & II
- IS632 - Debris Operations in FEMA's PA Program
- IS393 - Introduction to Hazard Mitigation
- IS547 - Continuity of Operations
- IS325 - Earthquake Basics: Science, Risk, and Mitigation
- IS0253 - Environment & Historic Preservation
- IS0022 - Citizen Preparedness
- NIMS IS-700 - National Incident Management System
- NIMS IS-800 - National Response Framework
- Asbestos Disposal Training: Type 1, 2, 3

AWARDED MEDALS FOR:

Meritorious Service
Lifesaving on two occasions
Police Combat Cross - awarded for responsible service in Lethal Force Engagement
Outstanding Scholastic Achievement in the Police Academy

Gail M. Hanscom, Project Administration

Ms. Hanscom has provided contract administration or project management to multiple debris removal projects. Ms. Hanscom, in conjunction with her project management, also manages preparatory, mobilization, and implementation phases of emergency response actions for debris projects. She has performed multiple duties supervising field operations including oversight for mobilization, accounting, planning and scheduling, documentation, and data management. Ms. Hanscom has also functioned as Project Superintendent and Area Manager.

PROFESSIONAL EXPERIENCE

- **Hurricanes Hermine and Matthew 2016**. Contract administration for activated contracts in Florida, Georgia, South Carolina and North Carolina following Hurricanes Hermine and Matthew.
- **Louisiana Floods 2016**. Contract Administration for three contracts in Louisiana after heavy rains and flooding in August.
- **Oklahoma Ice Storms 2015**. Contract Administration for debris removal and disposal projects in Oklahoma following Winter Storms Cara and Goliath.
- **February – August 2014**. Contract Administration for cleanup efforts for Columbia County GA and NCDOT; and post tornado cleanup efforts for Adamsville, Graysville, and Kimberly AL.
- **June 2013 Wind Storm – Minneapolis, MN**. Project Manager for on-going cleanup efforts following one of the most wide-spread and severe storms to hit the city in the past two decades. To date, 3,000 trees and over 2,000 loads of debris have been removed.
- **Ice Storm 2013 – Worthington, MN**. Project Manager for citywide cleanup of ice damaged trees. Managed removal of hazardous hangers from over 8500 trees, hauling of 80,000 CY of debris and removal of 775 storm damaged trees.
- **Ice Storm 2013 – Sioux Falls, SD**. Project Management and Contract Administration for ice storm cleanup. Ceres hauled over 15,000TN of ice storm debris.
- **Hurricane Sandy 2012-2013**. Contract management and acted as client liaison for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012**. Contract management and acted as client liaison for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011**. Provided contract management and acted as client liaison for response to early snow-storm in the Northeast. Ceres managed over 320,000 CY of debris.
- **Hurricane Irene 2011**. Project Manager for Greenville, NC response and recovery efforts. Oversaw debris removal, hauling and disposal and tree and limb trimming. Ceres removed 113,512 CY of debris, trimmed 2,111 hangers, and removed 71 trees.
- **Alabama Tornadoes 2011**. Project Manager for Jefferson County, Alabama. Managed removal and reduction of over 1 million cubic yards of tornado debris.
- **Haiti Earthquake 2010**. Project Manager of the Registration Process of the displaced populations in the hundreds of established and spontaneous camps in the seven commune area surrounding Port-au-Prince and the outlying areas.
- **Hurricane Ike 2008**. Project Manager of the Chambers County cleanup; Hauled 330,000 cubic yards meeting the County's deadline for completion of work while maintaining very high safety standards in Texas
- **Hurricane Katrina 2005**. Project Superintendent and interim Project Manager for Operation Blue Roof in Hattiesburg, Mississippi. Responsible for accounting, planning and scheduling of daily assignments, data management, and general contract administration. Responsible for final reconciliation of payment to subcontractors.

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Business Management, Northwestern College, Minnesota
- Department of Homeland Security GS-202, Debris Management
- USACE CQM certified
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, IS-700
- First Aid/CPR certified

Michael Hansen, Resources Manager

Mr. Hansen brings over 21 years of resources management to Ceres Environmental Services, Inc. Mr. Hansen has been instrumental in several debris and construction projects providing support in the areas of operations, logistics, safety, heavy equipment, ground equipment and purchasing. In addition to logistics and resources management to emergency response projects, he oversees the day to day management and maintenance of office equipment, safety equipment, mechanical equipment, heavy equipment, electronic equipment, and fleet vehicles.

PROFESSIONAL EXPERIENCE

- **Hurricane Isaac 2012** Operations and Logistics Manager for recovery efforts in Louisiana.
- **Winter Storm Alfred 2011** Operations and Logistics Manager for recovery efforts in two Connecticut contracts.
- **North Dakota Flood Recovery 2011** Operations and Logistics Manager for shipping supplies and equipment for three flood recovery projects.
- **Hurricane Irene 2011** Operations and Logistics Manager for shipping supplies and equipment for two hurricane recovery projects.
- **Alabama Tornadoes April 2011**, Operations and Logistics Manager for shipping supplies and equipment to and between four projects.
- **New Zealand Earthquake 2011 – Present**. Logistics Manager in charge of shipping supplies and equipment for operations in New Zealand.
- **Haiti Earthquake 2010 - Present**, Logistics Manager in charge of shipping supplies and equipment for operations in Haiti.
- **Ice Storm 2009**, Operations and logistics management and support for debris removal and disposal from county rights-of-ways in Kentucky
- **Hurricane Ike 2008**, Operations and resources management for debris removal and disposal for 11 different locations; Logistics management of positioning, establishing and set up of field offices in Texas
- **Hurricane Gustav 2008**, Resources and operations management for debris removal and disposal in Louisiana; Positioned, located, and set up of field offices including maintenance
- **Hurricane Dolly 2008**, Operations, logistics, and resources management and support providing critical resources such as equipment, personnel, office equipment, and networks to debris removal and disposal in Texas
- **Iowa Flood 2008**, Project administrative and operations support for debris removal due to Cedar River flooding in Iowa
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007**, Operations, logistics and resources management to Floodway Control project in Puerto Rico including shipping and receiving equipment
- **Ice Storm 2007**, Operations and resources management to debris removal in response to Winter Ice Storm in Oklahoma
- **Hurricane Katrina 2005**, Operations and logistics management support to debris removal, processing, and disposal operations of over 13 million cubic yards of storm debris in Louisiana
- **U.S. Coast Guard**, Auxiliary Service Engineer, EMT, Fuel/Oil & Water Engineer, and Machinery Technician which included responsibility of mechanical engineer on station and watercraft providing oversight to engines, boilers, generators, propulsion units, HVAC units, watercraft and aircraft refueling

EDUCATION/CERTIFICATIONS

- Forestry, Biology, and Business Management, Northland College, Wisconsin.
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, IS-700
- USACE CQM certified
- OSHA 10 Hour Construction Safety & Health
- First Aid/CPR certified

William Hitchcock, FEMA Reimbursement Liaison

Mr. Hitchcock provides expertise in assisting customers prepare Project Worksheets in all areas of application from FEMA categories A to G. His past years of project management experience with FEMA, both prior to and after its incorporation into the Department of Homeland Security, provide him with the knowledge to ensure all applications for reimbursable work are correctly made and documentation in the field is adequate for later funding. Mr. Hitchcock has a Bachelor's degree in Civil Engineering from the University of California Los Angeles (UCLA).

PROFESSIONAL EXPERIENCE

- **Project Officer for the U.S. Department of Homeland Security – FEMA**. During time with Department of Homeland Security, had experience following 7 hurricanes and the September 11 terrorist attacks
- **National Project Officer – FEMA**. Worked for Disaster Relief including supervision and training of personnel.
- **Project Administrator – FEMA**. Worked with local government on FEMA's behalf to identify damage or disaster-related costs, develop a scope of work eligible for Federal funding, prepare cost estimates, and prepare grant documents capturing the information for processing of various categories A-G
- **Hurricane Katrina 2005**. Coordinated monitoring and oversight for debris operations with FEMA during the relief efforts for in the Gulf Coast and South Florida areas; Participated in efforts for individual assistance as well as public assistance pertaining to damage assessments for Federal eligibility of funding
- **Hurricane Isabel, Charley, Frances, Ivan, and Jeanne, and September 11 terrorist attacks**. Supervised and trained personnel on disaster response and relief efforts including monitoring debris disposal, removal operations, mobile home operations, and construction inspections; Participation in kick-off meetings and completion of Project Worksheets for all Categories A-G; Participation in planning, coordinating, and scheduling of FEMA Public Assistance issues pertaining to eligibility guidelines
- **Hurricane Andrew 1992**. Inspection and supervision of redevelopment and renovations of areas affected by the hurricane; Engineering inspections for new construction and rebuilding; Threshold inspections and special inspections of buildings or structures of unusual size, height, and design, as pursuant to Section 305.3 of the South Florida Building Code

EDUCATION/CERTIFICATIONS

- FEMA Operations (FEMA Public & Individual Assistance, FEMA Debris Assistance, FEMA Public Assistance Guidelines; EEOC Operations; FEMA Coordinating Disaster Relief Management; Planning Undercover; Covert Operations Security Training; Instruction Law Enforcement; Agent Supervision Interviewing & Interrogations; Federal, State and Local Regulations; Expert Witness Experience; Employee Relations; Staff Development Search; Seizure)
- Professional Career Development Institute, Professional Construction Management

Andrew Kirkland, Project Manager

Andrew Kirkland has been involved in disaster recovery resulting from a wide variety of natural disasters and weather events. Mr. Kirkland's experience includes participation in and personal management of FEMA-reimbursed disasters such as hurricanes, ice storms, wind storms, floods and wildfires.

PROFESSIONAL EXPERIENCE

- **Camp Fire 2019**. Area Manager in Paradise, California providing direct oversight over debris removal operations for the largest debris mission in California in more than 100 years.
- **Kansas Ice Storm 2019**. Project manager in Olathe, Kansas on behalf of Ceres
- **Hurricane Michael 2018-2019.** Quality control oversight for up to eight (8) counties simultaneously throughout Southwest Georgia for the removal of more than 3 million cubic yards of debris
- **Hurricane Florence 2108.** Project manager in North Carolina Department of Transportation District 2, Jones County, overseeing the removal of vegetative, C&D, and white goods debris from all NC DOT roads
- **Hurricane Irma 2017-2018.** Project manager for the City of Miami, Florida for the collection of nearly 200,000 cubic yards of vegetative and C&D debris.
- **Hurricanes Irma and Maria 2017.** Project management in St. Thomas and St. Croix, U.S. Virgin Islands for the segregation and separation of over 250,000 cubic yards of mixed, vegetative, and C&D debris for reduction and removal from the islands via barge.
- **California Wild Fires 2017-2018.** Certified Quality Management working under Ceres contract with the U.S. Corps of Engineers for three (3) separate fires
- **Operations Supervisor, Sergeant, U.S. Marine Corps 2003-2007.** Team leader for on-target completion of teams during three (3) tours of duty during a 22-month timeframe. Earned distinction for sound judgement and ability to make rapid decisions in high pressure situations

EDUCATION/CERTIFICATIONS

- HAZWOPER 40
- FEMA ICS 100
- USACE CQM certified
- First Aid/CPR certified
- Combat Lifesaver

AWARDS

- Combat Action Ribbon
- Global War on Terrorism Expeditionary Medal
- Global War on Terrorism Service Medal
- Iraq Campaign Medal
- National Defense Service Medal
- Sea Service Deployment Ribbon (x3)
- Navy Unit Commendation Medal
- Good Conduct Medal
- Certificate of Appreciation

Michael A. Lee, Estimator

Mr. Lee, a 23-year veteran of Ceres Environmental Services, Inc., provides quality control and project management to the company's heavy civil projects, including recent work on the reconstruction and repair to Louisiana levees breached by Hurricane Katrina storm surges and flooding. Mr. Lee is responsible for procurement of project task costs and preparation of bids for a variety of Ceres projects, including UST removal and installation, environmental consulting, environmental mitigation/restoration, levee installation and repair, erosion control/stabilization, earthwork, construction, and disaster related emergency work. Mr. Lee has experience with selective land clearing and demolition projects, including asbestos, lead, and PCB abatement. He is also responsible for environmental regulatory compliance expertise and construction quality control management.

PROFESSIONAL EXPERIENCE

- **Kuykendahl Detention Basin 2015-current:** Chief estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Falgout Canal Road Levee Segment 2015-current:** Chief estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Ward 7 Levee Improvement and Extension 2014-current:** Chief estimator providing production analysis calculations, project cost analysis, and sub quote analysis. j
- **Reach G 2-b and Reach G 2-c Earthen Levees 2014-current:** Chief estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Reach H-1 Levee 2013-2016:** Chief estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Reach F Earthen Levee 2013-2015:** Chief estimator for Reach F levee which involved construction of earthen levee with floodgate structures. Provided production analysis calculations and project cost and sub-quote analyses.
- **Birdland Park Levee Improvements 2010-2012:** Quality Control and administrative support to levee improvement project in Des Moines, Iowa. Work included increasing the levee's height, constructing six gatewells, and modifying existing pump stations to accommodate the new dimensions.
- **Flood Control, Little Calumet River 2009-2011**, Quality Control and administrative support to Calumet River Flood Control project which includes tree clearing and construction of a levee in Indiana
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007**, Quality Control and management support to Floodway Control project which included river channelization and levee construction in Puerto Rico
- **Hurricane Katrina 2005**, Project Management to emergency levee repair and construction of approximately 12 miles of levees to Lake Ponchartrain and Plaquemines Parish, Louisiana
- **U.S. Army Corps of Engineers, Sulphur River 2005**, Project management, supervision, and quality control of excavation and environmental restorations to water control project including installation of pumps, soil treatment, and extraction remediation systems
- **U.S. Army Corps of Engineers, Trinity River 2004**, Quality Control and administrative support to Trinity River Dallas Floodway Extension project which included the excavation and construction of swales, wetland, levees, and flood conveyance in Texas

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Geology, University of Minnesota
- Professional Geologist (MN State License #30377)
- USACE CQM-certified
- OSHA 40-Hour Hazmat Health and Safety
- Lead Abatement Training for Supervisors
- Erosion and Sediment Control Plan Design training
- Ground Water Sampling, Water Well Construction, and Development Procedures training

Bruce A. Lewis, Site Superintendent

Mr. Lewis is a veteran U.S. Navy, Senior Chief (ret.), Construction Battalion, with 31 years of experience in multi-million dollar on-site construction management, large-scale project coordination, land development, and development and supervision of staff and subcontractors. He has demonstrated success in commercial build-to-suit projects and a track record of working cooperatively and productively with diverse personalities within tight deadlines. He is responsible for coordinating and managing crew and subcontractors, materials, and equipment; budgets, schedules, and contracts; and safety of employees and the general public.

PROFESSIONAL EXPERIENCE

- **Site Manager**, Decker Construction, Inc, Lakeland FL, 2010. Supervised site work to completion of Tire Kingdom. Managed the completion of maintenance yard, two pavilions, landscaping, piping on the above ground Fire Dept water tanks. Expedited all aspects of project, schedule, materials, and budget. Communicated, planned activities with subcontractors and material suppliers.
- **Site Manager,** Philco Construction Corporation, Orlando, FL 2007 - 2009. Ordered and allocated resources including materials, labor and timelines; coordinated subcontracted skilled-labor crews, served as a liaison for staff, subcontractors and customers at all points of job implementation.
- **Superintendent,** Malcolmson Construction Company, Inc., Tampa, FL 1998 - 2007. Communicated, planned and sequenced all activities for all subcontractors and material suppliers and effectively implemented project within schedule and budget. Reviewed and tracked estimates and budgets, process invoicing, purchasing, effectively controlling overhead costs.
- **Superintendent,** Major Builders, Orlando, FL 1996 - 1998. Supervised start-to-finish construction of 7-Eleven Gas Stations. Oversaw performance of all trade contractors and reviewed project construction drawings to ensure that all specifications and regulations were followed.
- **Senior Chief (E-8),** United States Navy, 1976-1996.
  - **Brigade Equipment Operations Supervisor:** Responsible for specialized data and billing for water well drilling, blasting and quarry, rock crusher and asphalt plant operation. Provided technical guidance and inspection on equipment and material requirements for vertical and horizontal overseas projects.
  - **Company Operations Chief:** Chief of Hurricane Hugo Disaster Recovery Team, SC. Supervised 150 personnel and over 350 pieces of automotive, construction, and materials handling equipment. Developed as-built drawings and construction progress reports.
  - **Unit Operations Chief:** Supervised 30 personnel and 10 projects simultaneously. Planned and advised on specifications for equipment operations, vertical and horizontal construction projects, building maintenance techniques, and quality and safety control. Equipment Operator Construction Inspector: Directed 20-man crew in paving, grading, hauling, and materials handling operations.

EDUCATION/CERTIFICATIONS

- Leadership Management Education
- Total Quality Leadership
- OSHA Safety Training
- Micro-Computer Construction Mgmt
- Public Works Mgmt License Examiner, Accident Investigator
- Equipment Operator Class C and Class A School
- First Aid and CPR
- Quality Control Planning and Estimating
- Asphalt Paving and Plant Operations
- Blasting and Quarry Operations
- Water Well Drilling and Development
- Equipment Operator Journeyman/ Seabee Construction Management

Earl Lutz, III, Area Manager

Mr. Lutz has fourteen years of management experience for Ceres Environmental Services, Inc. and more than 26 years of supervisory experience with emergency debris management projects, interior and complete demolition projects, culvert and lake construction, and heavy equipment operations. Mr. Lutz supervised approximately 300 crews in the debris removal operations following Hurricane Katrina. Mr. Lutz has been responsible for field operations and crew performance for several construction, demolition, and debris removal projects including federal, state, and local government contracts and private contracts. Mr. Lutz also has more than 26 years of experience in fabrication and welding and is the lead designer and fabricator for our company.

PROFESSIONAL EXPERIENCE

- **New Zealand Earthquake 2011- present**. Managing demolition projects and providing training for recovery efforts.
- **Alabama Tornadoes 2011**. TDSR Site Manager for Jefferson County tornado response. Managed processing and reduction of over 1 million CY of debris at multiple sites. Managed overall allocation of equipment and personnel resources.
- **Haiti Earthquake 2010**. Assistant Logistics Manager and construction manager. Assisted with supplies management and oversaw Kaypèpla™ temporary house design process.
- **Hurricane Ike 2008**. Operations management support of county and city debris removal and disposal including hauling of 330,000 cubic yards meeting County's deadline for completion of work maintaining very high safety standards in Texas
- **Hurricane Gustav 2008**. Field Operations Superintendent for emergency debris removal and disposal of over 1.9 million cubic yards of storm debris; Trimming and removal of hazardous trees; Removal and disposal of white goods in Vermillion and East Baton Rouge Parishes
- **Hurricane Dolly 2008**. Operations and logistics management support for removal, reduction, and disposal of hurricane debris in Cameron County, Texas
- **Ice Storm 2007**. Operations and logistics management support for removal and disposal of vegetative debris generated by the ice storm in cities of Broken Arrow and Nichols Hills, Oklahoma
- **Hurricane Katrina 2005**. Area Manager for debris removal operations including 13 million cubic yards of hurricane debris in 11 Louisiana Parishes; Trimming and removal of over 165,000 hazardous trees; Supervised 75,000 cubic yards of debris removal per day; Supervised 25 subcontractors who operated a total of 300 crews
- **Hurricane Ivan 2004**. Operations and management support for debris removal and disposal of over 680,000 cubic yards of debris and processing of over 505,000 cubic yards of debris in Florida
- **Hurricanes Jeanne & Frances 2004**. Operations management support for collection, transportation, and disposal of over 404,000 cubic yards of debris throughout 13 Florida counties
- **Hurricane Isabel 2003**. Operations and logistics management support for removal and disposal of hurricane debris; Trimming and removal of hazardous trees in Virginia
- **Ice Storm 2002**. Field Operations Superintendent for debris removal and disposal of over 510,000 cubic yards of hazardous trees and other vegetative debris in Oklahoma
- **Hurricane Georges 1998**. Site Superintendent for Grinding Reduction Site and crew management, site operations, production, finished product quality, and site safety. Also responsible for monitoring debris receipt documentation, documentation of daily production rates, and equipment usage.

EDUCATION/CERTIFICATIONS

- USACE CQM certified
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, and NIMS IS-700
- First Aid & CPR certified
- CFC-12 Refrigerant Recycling training

Thomas "Allen" Morse, Senior Debris Management Advisor

Mr. Morse has over 35 years of experience in damage assessment and debris management. He worked for the U.S. Army Corps of Engineers from 1974-2009, serving as the National Debris Management Expert for his last 15 years with the USACE. With Ceres, Mr. Morse works with the USACE concerning Ceres' four contracts with the USACE, covering 26 states. He also provides technical, political, and professional advice on all operational aspects of debris management.

PROFESSIONAL EXPERIENCE

- **Fire Island 2014,** Provided technical assistance to USACE for the highly specialized debris removal mission off the coast of Long Island, NY.
- **Alabama Tornados 2011,** Special advisor and liaison to state and Federal partners for the tornado clean up in Alabama and Joplin, MO.
- **Haiti Earthquake 2010**, Consultant to the World Bank on debris management, environmental assessments, and bidding documents for a World Bank sponsored debris project.
- **Eagle, Alaska 2009**, Authored plans and specifications for specialized debris clean up following ice flow damage. Acted as legal advisor for the city.
- **Hurricane Rita 2007**, USACE Debris Task Force Leader.
- **Hurricane Katrina 2005**, USACE Senior debris manager/coordinator for $2.5 billion in debris contracts in Alabama, Mississippi, and Louisiana
- **Florida Hurricanes 2004**, Lead ESF#3 representing USACE
- **Weapons of Mass Destruction Debris Management Guide 2001-2004**, Project Manager and contributing author of the FEMA-sponsored "Weapons of Mass Destruction Debris Management Guide."
- **World Trade Center 2001**, Senior Project Manager over disposal operations for USACE following terrorist attack.
- **Suriname South America 1993**, Managed the design and construction of a base camp for 2,500 occupants.
- **Hurricane Andrew 1992**, Debris team leader for USACE
- **Kuwait 1991**, Reconstruction team for rebuilding of infrastructure.

EDUCATION/CERTIFICATIONS

- B.S. degree in Civil Engineering from University of South Alabama
- FEMA/ICS certified 100, 200, 700 and 800
- Author of U.S. Army Corps of Engineers Debris Forecasting Model and U.S. Army Corps of Engineers commodities planning model

Charles L. "Chuck" Owens, Jr., Project Superintendent

Mr. Owens has been involved in management and supervision of multiple disaster recovery projects since 2005. He manages all field activities, such as site set-up, staff supervision, and worksite safety. He is capable of managing multiple projects of varying sizes and has responded to a variety of events such as hurricanes, floods, tornadoes, and snow storms. Mr. Owens also holds several FEMA certifications, is certified by OSHA, and is certified in Disaster Construction Safety Management.

PROFESSIONAL EXPERIENCE

- **Louisiana Floods 2016**. Project Manager for Ceres response to the City of Denham Springs after heavy rains and flooding in August.
- **Alabama Tornados 2014**. Project Manager for Ceres responses in Adamsville, Graysville, and Kimberly, AL. Responsible for management of citywide cleanup of eligible tornado-related debris from right-of-ways. Removal of over 20,000; 77,000, and 21,000 CY in respective cities.
- **Wind Storm 2013**. Project Manager for Ceres response in Minneapolis, MN. Responsible for management of personnel, equipment and subcontractors. Citywide cleanup of wind-damaged trees. Removal of over 800 hazardous stumps, and hauling of over 2,000 loads of storm debris.
- **Winter Ice Storm 2013**. Relief Project Manager for Ceres response in Worthington, MN. Responsible for management of personnel, equipment and subcontractors. Citywide cleanup of ice-damaged trees. Removed hazardous hangers from over 8,500 trees, hauled over 60,000 CY of debris and removed 775 storm-damaged trees.
- **Hurricane Isaac 2012**. Project Manager for Ceres responses in Jefferson Parish and St. Bernard Parish, Louisiana. Responsible for management of personnel, equipment and subcontractors. Ceres managed 122,000 CY of debris in Jefferson Parish. Responsible for oversight of private property debris removal in St. Bernard Parish.
- **Burlington, Minot and Renville County Levee Repair, Phase I**. Minot, ND. Project Manager for completion of work, closeout and punch list items. Work involved restoration of project features for six separate sites along three levee reaches, one roadway embankment, one sanitary manhole, and one storm sewer. Levee restoration work included debris removal, clearing and grubbing, removal of soft foundation soils, placement of impervious fill, and topsoil and seeding.
- **Winter Storm Alfred 2011**. Project Manager for Ceres response to unseasonal snow storm in the Northeast. Responsible for management of personnel, equipment and subcontractors. Oversaw debris reduction at temporary debris management sites. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011**: Field Supervisor for Greenville, NC response and recovery efforts. Oversaw debris removal, hauling and disposal and tree and limb trimming. Ceres removed 113,512 CY of debris, trimmed 2,111 hangers, and removed 71 trees.
- **Birdland Park Levee Improvements**. Des Moines, IA. Project Superintendent for completion of work, closeout and punch list items. Work required over 325,000 CY of fill material and construction of six gatewell structures housing sluice gates to restrict flows in sanitary and storm sewers during high-water events. Existing pump stations were modified to accommodate new flood protection level. A concrete floodwell and 50,000 pound stell closure gate structure were also constructed. Construction required dewatering using trash pumps.

EDUCATION/CERTIFICATIONS

- NIMS IS-100, IS-200, IS-700 and IS-800
- OSHA 30-Hour
- First Aid, CPR, & Blood Borne Pathogens
- City of Tampa Certificate of Recognition for Outstanding Service 2012
- "Meth Lab Awareness Training", 2008
- "Preparing for Disaster Construction Safety Management", 2006
- "Learning from Katrina: Tough Lessons in Preparedness and Emergency Response" 2006
- 1969-1973 Pearl River Community College Poplarville, MS

Betsy Pease, Project Accountant

Ms. Pease brings years of extensive accounting management experience to her work as a project accountant on various contracts for Ceres Environmental Services, Inc. She is responsible for maintaining accounting procedures to ensure proper data tracking and correct invoicing to clients, as well as payment reconciliation with subcontractors. She oversees data entry and invoicing procedures during storm projects, as well as completing reconciliation of projects after work is accepted.

PROFESSIONAL EXPERIENCE

- **Louisiana Levee Construction – 2013 to present.** Project Accountant and database supervisor for USACE levee construction projects in LA.
- **Hurricane Isaac 2012.** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Winter Storm Alfred 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **North Dakota 2011 Flood Recovery** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and client, subcontractor payments, and billings to client.
- **Hurricane Irene 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Alabama Tornadoes 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Haiti Earthquake 2010 - Present** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to client.
- **Ice Storms 2009**, Project Accountant managing the set up, extraction and maintenance of databases to prepare A/R billings to clients in Kentucky; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions.
- **Hurricane Ike 2008**, Project Accountant managing design, extraction of data and maintenance of databases for multiple contracts in Texas
- **Hurricane Gustav 2008**, Project Accountant managing the set up, extraction, and maintenance of databases to prepare A/R billings to the clients in 3 Parishes in Louisiana; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Liaison with Parishes and subcontractors to insure data and procedural integrity and security
- **Hurricane Dolly 2008**, Project Accountant managing the design, extraction of data and maintenance of databases to prepare A/R billings to the clients in Texas; Reconciliation of all tickets with the clients; Preparation of all subcontractor payments, reconciliation and management of accounts, management of internal audit functions;
- **Hurricane Katrina 2005**, Project Accountant managing the design, extraction of data, maintenance of databases to prepare A/R billings to the U.S. Army Corps of Engineers; Reconciliation of all payments with USACE; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Administrative support to project manager compiling data for submissions to USACE relating to the Hurricane Katrina service contract; Management and processing of payables for Hurricane Katrina service contract
- **Executive Analyst,** George S. May International 2003-2005, Financial Management and leadership in determining areas of weakness in accounting controls and bookkeeping.

EDUCATION/CERTIFICATIONS

- Business Accounting, University of Alaska
- International Business Law, Lewis & Clark College, Oregon
- Accounting Software training: Maxwell Systems and Sage Timberline Accounting
- Systems Integration training
- Fiscal Planning and Control training

Ernie Pliscott, Project Specialist

Mr. Pliscott brings 13 years of extensive debris and emergency roofing management experience to Ceres Environmental Services, Inc. Mr. Pliscott has worked in multiple roles for debris and roofing projects such as Project Manager, Assistant Project Manager, Project Superintendent and Crew Foreman. Mr. Pliscott assumes responsibilities including providing project supervision, supervising subcontractors and Ceres crews in the field, assisting in the procurement of pre-event Contracts and securing TDSR sites.

PROFESSIONAL EXPERIENCE

- **Hurricane Matthew 2016**. Project manager for Ceres response to the Cities of Jupiter Island and Palm Bay in Florida; both projects involved vegetative debris removal and disposal following Hurricane Matthew.
- **Harris County Flood District, 2016**: Site procurement for dirt resulting from flood retention basin work.
- **Louisiana Levees, 2016**: Tasked with finding affordable and suitable housing for Ceres employees on levee construction projects, thereby reducing project costs.
- **Asset Manager, 2010 – 2016**: Managing real estate investments and properties for Ceres affiliate in Florida. Responsible for coordinating build-out on real estate investments. Complete responsibility for utilities, problem solving, leasing and all aspects of property management.
- **Ice Storm 2009**: Project Superintendent in Livingston County; Project Management support of County cleanup of Winter Ice Storm in Kentucky; Trimmed, loaded, and hauled vegetative debris from County maintained rights-of-way meeting the County's deadline for completion of work while maintaining high safety records
- **Hurricane Ike 2008**: Operations management support of county and city debris removal and disposal including hauling of 330,000 cubic yards meeting County's deadline for completion of work maintaining very high safety standards in Texas
- **Hurricane Gustav 2008:** Field Operations management and support for emergency debris removal and disposal of over 1.9 million cubic yards of storm debris; Trimming and removal of hazardous trees; Removal and disposal of white goods in East Baton Rouge Parish
- **Hurricane Dolly 2008**: Project Superintendent and operations support for debris removal, processing, and disposal; Supervised load and haul crews that hauled more than 400,000 cubic yards of debris from the ROW; Mobilized and operated field crews to remove, reduce and dispose of hurricane debris and provide cleanup services in Cameron County, Texas
- **Hurricanes Charlie, Frances and Katrina;** Velocity Holdings, LLC 2004-2007, Directed the operations and management of crews throughout Florida and Mississippi for emergency temporary roof repairs and installation resulting from Hurricanes Charlie, Frances and Katrina during hurricane seasons 2004 and 2005; Contracted with Ceres Environmental Services, Inc. during summer 2006 and 2007 to negotiate with sub-contractors to haul debris in the event of a storm in the Virgin Islands; Secured TDSR sites in Florida and Texas

EDUCATION/CERTIFICATIONS

- Electrical Engineering, Penn State University, Scranton, PA

Derek Pruner, Project Superintendent

Mr. Pruner has over 12 years of successful storm/debris/site management services in Fortune 1000 Engineering firms. He has consistently achieved top ranked performance in every position by bringing expertise, an outstanding work ethic and leadership to storm debris and site management. He is expert in overseeing contractors and personnel in the area of disaster/storm cleanup; recognized for driving local teams and contractors to complete government contracts on time, including adherence and monitoring of governmental regulations and avoidance of malfeasance or fraud; and leading local teams to surpass goals and objectives.

PROFESSIONAL EXPERIENCE

- **Winter Storm Pax 2014**, Guilford County, NC. Project Manager for Ceres response to ice storm in North Carolina. Oversaw cleanup and disposal of over 400,000 cubic yards of debris.
- **Winter Storm 2013,** Sioux Falls, SD. Project Superintendent / Safety Manager for cleanup of vegetative storm debris. Responsible for overall safety, environmental compliance, traffic control, inspections and training.
- **Christmas Snowstorm 2012,** Little Rock, AR. Project Superintendent / Safety Manager responsible for overall safety & operations responsibility for performance, State & Federal environmental compliance standards, safety protocols for handling storm refuse, traffic control, sub-contractor inspections and safety compliance & training.
- **Superstorm Sandy 2012,** Queens and Breezy Pointe, NY and Medford Township, NJ. Project Superintendent /Safety Manager for Ceres response to Superstorm Sandy. Worked with Project Manager on performance, client satisfaction, State & Federal environmental compliance standards.
- **Hurricane Isaac 2012,** Jefferson Parish and Kenner, LA. Site Manager / EHS Manager responsible for managing TDSR site after Hurricane Isaac. State & Federal environmental compliance standards, safety protocols for handling storm refuse, traffic control, sub-contractor inspections and safety compliance & training.
- **Winter Storm Alfred 2011.** Project Superintendent for Ceres response to unseasonal snow-storm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flood Recovery 2011**. Served as Project Superintendent: supervised emergency levee removal in Minot, Sawyer, and Burlington.
- **Haiti Earthquake Response 2010-2011.** Site Manager responsible for providing site management for Haiti recovery operations contract to manage the TDSR at the Truitier Landfill in Port-au-Prince for the Ministry of Public Works and Communications (MTPTC).
- **Monitor/Certification Supervisor,** Neel-Schaffer Jackson, Mississippi 2009. Notable storms included Ice Storm of Greene County, Arkansas – 2009.
- **Monitor/Training/IT Support** for Automated Data Management System 2008, ROSTAN SOLUTIONS, A Division of Malcolm-Pirnie Inc. Tampa, FL. IT support for HaulPass ADMS (Automated Data Management System) in use with USACE in response efforts to Hurricane Ike in Texas and Louisiana.
- **Supervisor,** Inframetrix, A Division of Malcolm-Pirnie Inc. Tampa, Florida 2007. Mined and collected buried asset inventory and condition assessment data for water, wastewater sewer and storm water systems, refining and updating systems, maps and records when required.
- **Quality Assurance Supervisor,** Malcolm Pirnie, Inc. Tampa, FL 2006. Partnered with Mobile Engineering, Mobile, AL as subcontractors to the USACE for Hurricane Katrina cleanup.
- **Dump Site Supervisor,** Malcolm Pirnie, Inc. Tampa, Florida 2004-2005. After Hurricanes Francis and Jean in 2004 and Wilma in 2005, set protocols for handling storm refuse.

EDUCATION/CERTIFICATIONS

- Associates Degree Business Administration Management, College of Westchester White Plains, NY
- USACE CQM
- FEMA IS Courses: IS26, 33, 100a, 100HE, 102, 120a, 130, 139, 200, 230, 235, 240, 288, 293, 631, 632, 700a, 701a, 800b, 801- 814, 1900
- USAF – Honorable Discharge, Holloman Air Force Base, New Mexico, Crew Chief, F-4's, F-15's

Ronald Rodriguez, P.E., Quality Control System Manager

Mr. Rodriguez has been responsible for coordination, scheduling, logistical support, demolition, and quality control for multiple debris and emergency temporary roofing projects for Ceres Environmental Services, Inc. Mr. Rodriguez has worked in emergency response and disaster recovery work for several years including more than 25 years of experience in Project Management, Inspections, Quality Control, and Supervision in federal, state, municipal, commercial, and residential construction. Mr. Rodriguez's responsibilities include geo-technical, utilities, structural steel fabrication, structural concrete, pavement, and erosion control. Since working for Ceres, Mr. Rodriguez has been a Quality Control Manager on projects in Miami Beach, Davie, West Palm Beach, and North Miami, Florida.

PROFESSIONAL EXPERIENCE:

- **North Dakota Floods 2011**. Quality Control Manager for Minot and Ward County, ND. Removal of emergency levees, rock, rubble and other associated materials from spring 2011 flood fight.
- **Alabama Tornadoes 2011**. Quality Control and Operations Planner. Managed zone assignments and daily operations for subcontractors involved in hauling and reduction of debris from the April tornadoes.
- **Hurricane Ike 2008**. Quality Control and Safety Manager for debris removal and disposal for 11 different locations; Oversight of approximately 100 QC personnel**.** Trained and supervised 100+ Quality Control & Safety Officers assigned to the mission. Provided frequent and detailed progress reports to management and Government officials. Maintained and supervised official project logs and documentation files. Provided directions for planning, scheduling, and engineering functions as required. Submitted weekly report to USACE.
- **Hurricane Rita 2005**. Quality Control Manager for debris removal and disposal of approximately 4.5 million cubic yards of hurricane material; reduction of over 1.1 million cubic yards of debris.
- **Hurricane Katrina 2005**. Quality Control Manager for debris removal and disposal of over 13 million cubic yards of hurricane debris in 11 Louisiana Parishes; trimming and removal of over 165,000 hazardous trees in Louisiana and Mississippi; management of over 300 quality control personnel, demolition, leaves restoration and site restoration work for over 50 TSDR sites across southern Louisiana. Trained and supervised over 600 Quality Control Officers assigned to the mission. Worked in conjunction with compliance, safety and customer personnel to certify workforce and adherence to USACE for standards and procedures. Also provided subcontractor management and administration for emergency temporary roofing installation in Mississippi
- **U.S. Forest Service, Aviary Hospital 2005**. Project management and quality control for building construction of Aviary Bird Hospital in Caribbean National Forest, Puerto Rico. Ensured compliance to all company, client, project policies, procedures, and standards.
- **Hurricanes Jeanne & Frances 2004**. Manager and quality control for the emergency temporary roofing installation project in Florida; Subcontract administration for the project in 13 Florida counties. Trained and supervised on site Quality Control Officers. Prepared weekly report and submittals to USACE.
- **Hurricane Charley 2004**. Quality Control Manager for emergency temporary roofing installation project in 4 Florida counties. Trained and supervised on site Quality Control Officers. Prepared weekly report and submittals to USACE.
- **U.S. Army Corps of Engineers, Trinity River 2004**. Project Management and quality control support to Trinity River Dallas Floodway Extension project including excavation and construction of swales, wetland, levees, and flood conveyance in Texas.

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Civil Engineering, University of Purdue, Indiana
- CERES – Asbestos, Leads & Hazardous Materials
- USACE- Construction Quality Management for Contractors
- OSHA- Construction Safety &Health
- ISO 9000
- CIV - PMP Project Manager Professional
- RED CROSS- CPR & First Aid
- Languages: English, Spanish, Italian (Intermediate), French (intermediate)

Zach J. Schultz, Project Superintendent

After over a decade as a Heavy Equipment operator, Mr. Schultz began to take on more responsibility, first as a construction foreman and eventually as a superintendent. He has carved a notable career in work that requires meticulous oversight and a strong regard for safety.

PROFESSIONAL EXPERIENCE

- **June 2014 - Current- General Superintendent** *Ceres Environmental Services* – Manage superintendents, foremen, build and day to day operations. Oversaw multimillion dollar levee projects in southern Louisiana. Manage the cost of daily operations to ensure a successful completion of projects. Work directly with land owners of pit locations, and project owner's representatives. Oversight of cleanup in Miami Beach, Florida and Savannah, Georgia. Superintendent for the fire reclamation in Napa County California.
- **July 2013-May 2014 - Reclamation Superintendent**- *MK Weeden Construction*- Managed reclamations of oil well locations in the Bakken oil field, including but not limited to overseeing scrapers, dozers, and other excavating equipment. Worked with HESS oil and representatives, using Heavy Job management programing and adhering to tight budgeting and safety guidelines.
- **July 2012-July 2013 Excavating -Superintendent**- *Snow Mountain Services* - Manage all scopes of work from mass excavating, pipe welding, utility installation and pump house building/assembly. Instrumental in the design, build, and maintenance of ski runs and mountainous roads. Successfully constructed a 10 million gallon snowmaking reservoir. Lead superintendent on pump house construction for the Arizona Snow Bowl.
- **November 2009-2016 -Grooming Foreman** - *The Canyons Ski Area (Park City, Utah)* • Heavy equipment operator responsible for grooming and excavating crews including scheduling, hiring, and personnel matters. Undertook the design, construction, and safety of a ski lift used by thousands of visitors daily during peak season. Also, lead a team in surveying the land and building small offices and other buildings on the mountain range.
- **May, 2004 – December 2008-Foreman / Operator** - *Snow Mountain Engineering (Park City, Utah U.S.A. / Whistler B.C. Canada)* Operator of heavy equipment including the following: excavators, bulldozers, front end loaders, and haul trucks. Experienced with steel pipe (welded and Zap-Lok) ductile iron pipe, H.D.P.E, conduit, C900 and other types of buried utilities. Assisted in management of multimillion dollar service and utility projects. Worked directly with welding crews. Responsible for field design of summer trails including but not limited to mountain bike / mountain board trails, and build trials parks. Managed all General laborers, performed scheduling, project estimating and project forecasting.
- **Aug, 2003 - May, 2004-Director of Snow Surfaces** - *Moonlight Basin Ski Area (Big Sky Montana)* Managed grooming/snow making departments. Maintained and repaired grooming equipment.
- **June, 1997 – March 2003 Heavy Equipment Operator / Foreman** – *Canyons Resort*- Participated in building the fourth largest ski resort in the US. Worked directly in field design, safety, and development of ski lifts and ski trails.

EDUCATION/CERTIFICATIONS

- **40 Hour HAZWOPER Training, Certificate Number 1712141219955**
- CPR certified
- H2S Safety
- OSHA 10
- Ground disturbance training and HESS training
- Heavy Bids 101 formal training

EQUIPMENT

Excavators (Cat 315-375)
Bulldozers (Cat D5-D9L)
Front and end loaders (Cat 950-980)
Skid steers
Articulated haul trucks
Fork lifts
Snow Cats

Daniel Ortiz Soto, Site Manager

Mr. Ortiz has 11 years' experience with Ceres Environmental Services, Inc. in debris processing and in the heavy construction field, including eight years as a supervisor. Mr. Ortiz's management experience includes multiple disaster recovery projects where he has held positions of Site Manager, TDSR Manager, Field Superintendent, and Crew Foreman. Mr. Ortiz has experience in planning, scheduling, and directing crews, reading plans, and staking grade. He has significant emergency response experience in operating equipment used for sorting, processing, and disposal of mixed, vegetative and C & D hurricane debris.

PROFESSIONAL EXPERIENCE

- **Winter Storm Alfred 2011.** Site manager for grinding of vegetative debris. Ceres managed over 320,000 CY of debris in two locations.
- **Flood Control, U.S. Army Corps of Engineers, Rio Puerto Nuevo 2008**, Site Manager for Floodway Control project which included river channelization and levee construction, clearing and grubbing in Puerto Rico; Management of approximately construction 5 crews
- **Hurricane Rita 2005**, Site Management for debris removal and disposal of approximately 4.5 million cubic yards of hurricane material; Lead reduction and processing of over 1.1 million cubic yards of debris
- **Hurricane Katrina 2005**, Site Manager for area reducing and processing of hurricane material; Operations management to TDSR sites for processing and disposal of material; Management of reduction and processing crews
- **Hurricanes Jeanne & Frances 2004**, Site Management for emergency temporary roofing installation in Florida
- **U.S. Army Corps of Engineers, Trinity River 2004**, Crew Foreman for Trinity River Dallas Floodway Extension project which included excavation and construction of swales, wetland, levees, and flood conveyance in Texas
- **U.S. Forest Service, Aviary Hospital 2005**, Crew Foreman and operations management for building construction of Aviary Bird Hospital which included site preparation and grading in Caribbean National Forest, Puerto Rico
- **U.S. Army Corps of Engineers, Lake Cerillos 2000**, Crew Foreman for flood control, water supply , recreation, fish & wildlife enhancement and channel improvements to Lake Cerillos in Puerto
- **Hurricane Georges 1998**, Crew Foreman and Site Management for removal, processing and disposal of 2.3 cubic million yards of mixed hurricane debris; Management of TDSR site

EDUCATION/CERTIFICATIONS

- Bilingual – Fluent in English and Spanish

Jakob Thompson, Health and Safety Officer

Mr. Thompson has 13 years' experience in the health and safety field. His firefighting, EMT and military experience provide him knowledge of a wide range of biological, chemical, and physical hazards. He has experience managing risk for himself and others in dangerous situations. His overseas experience in the military provides a reliable baseline for work in emergency response situations under less-than-ideal conditions. Mr. Thompson holds multiple OSHA and first aid certifications.

PROFESSIONAL EXPERIENCE

- **Environmental Health and Safety Officer** January 2012 – present, Truitier Landfill, Port-au-Prince, Haiti. Responsible for compliance with Site Health and Safety plan. Responsible for preventing unauthorized site entry and keeping track of all individuals onsite. Responsible for site security during working hours. Monitors weather broadcasts to ensure air quality and site conditions are conducive to a safe work environment. Holds daily Site Health and Safety briefings.
- **Security Forces (Military Police)**, Air National Guard, December 2005 - December 2011. Carried out law enforcement duties, and provided security for various government resources, including installation entry control. Specific experience and achievements:
    - Deployed to Kirkuk, Iraq, in direct support of Operation Iraqi Freedom, January-August 2009
    - Provided security for Admiral Michael Mullen, Chairman of the Joint Chiefs of Staff, during his visit to Kirkuk
    - Accounted for over 800 weapons and 100,000 rounds of ammunition daily as a flight armorer
    - Attended Airman Leadership School at Malmstrom Air Force Base, Montana, November-December 2009
    - Earned promotion to Staff Sergeant in just over four years of service
- **Firefighter/Emergency Medical Technician (EMT)**, Lowell Fire Protection District Lowell, OR, December 2007 - December 2008. Served the community of Lowell and the surrounding area, acquiring training and skill development as a first responder, by gaining experience from a wide range of incidents, such as: structural fires, wildfires, motor vehicle accidents, swift-water river rescues, and a large variety of medical emergencies.
- **Firefighter/EMT**, Sheridan Fire Department Sheridan, CO, June 2003 - June 2005. Continued to hone EMT abilities, while also developing a higher proficiency for firefighting and rescue operations.
- **EMT**, Action Care Ambulance Denver, CO, June 2002 - June 2005. Worked closely with nearly every municipal fire department in the entire Denver metro area.
- **Wildland Firefighter** (Seasonal), Bureau of Land Management Las Vegas, NV, May - October 1999. Worked as a member of an engine crew to combat the spread of fast-moving wildfires as they occurred throughout the state of Nevada, and into parts of southern Idaho.

EDUCATION/CERTIFICATIONS

- BAS in Business Administration - Public Service/Safety, Pensacola State College, Pensacola, FL (in progress)
- AS in Criminal Justice, Community College of the Air Force, Montgomery, AL
- AAS in Fire Science & Technology, Red Rocks Community College, Lakewood, CO
- Emergency Medical Technician Certification – Colorado 2002-2008, Oregon 2008-2009, National Registry 2002
- Firefighter-I Certification – Colorado 2002, Oregon 2008
- Hazardous Materials Training for Emergency Responders 2002
- OSHA 10 Hour Certification
- OSHA 30 Hour Certification
- OSHA 24 and 40-hour Hazwoper Certification

Brent Whitten, Project Manager/Project Superintendent

Mr. Whitten has been involved in debris management and disaster recovery services for 13 years. His work has ranged from demolition of residential and commercial sites after Hurricane Katrina to quality control for the U.S. Army Corps of Engineers to environmental sampling and monitoring after Hurricane Isaac. He is FEMA-certified in Debris Operations and the Incident Command System. He is also a FEMA-certified Disaster Housing Inspector. His responsibilities include direct supervision of a project and ensuring compliance with all safety and quality control regulations. Mr. Whitten brings strong organizational skills and the ability to motivate to any job.

PROFESSIONAL EXPERIENCE

- **Southeast Tornadoes 2017**. Provided direct supervision on post-tornado debris management project for Dougherty County. The project involved collection, removal and processing of over 650,000 cubic yards of debris.
- **Linfield Hunter & Junius Inc., USACE New Orleans District, 2014-2016**. Quality Assurance Representative for USACE Construction Division. Responsible for conferring with the Construction Division in clarifying deviations or inadequacies in plans, impractical specifications and unworkable schedules.
- **SMC Buildings, Design/Build New Commissary, Fort Polk, LA, May – October 2014.** Quality Control Manager for design/build project. Responsible for maintaining the project submittal log and all other project specific quality control reports. Assembled project closeout documents that include O&M manuals, as-builts, and warranties.
- **Great Lakes Dredge & Dock, January – May 2014**. Quality Control Manager for construction project. Responsible for conducting QC meetings, perform the three phases of control, perform submittal review and approval and perform necessary QA/QC checks on all survey submittals.
- **Hurricane Isaac, CTEH/Providence Engineer and Environmental, 2012.** Conducted environmental sampling and data collection. Assisted in conducting research performing investigations for the purpose of identifying, abating, or eliminating sources of pollutants or hazards. Conducted air, water and/or soil sampling, meteorological monitoring.
- **Infinity Construction, St. Charles Parish, LA, February – September 2012**. Responsible for managing, implementing and enforcing the Accident Prevention Plan and the 385-1-1. Responsible for managing and implementing the QC Plan.
- **Benetech, LLC, New Orleans, LA, 2010-2012**. Safety Manager and Quality Control Manager for projects under Benetech. Responsible for overseeing and enforcing Benetech's safety program for various USACE construction jobs ranging from $7,000,000 to $25,000,000.
- **AquaTerra Contracting, New Orleans, LA, 2008-2010**. Safety Manager and Quality Control Manager on USACE job sites. Ensured proper safety was being followed per 385-1-1 and company safety policy. Prepared site specific AHA's. Implemented Accident Prevention Plan. Trained all employees on safety procedures. Conducted weekly safety meetings.
- **Environmental Chemical Corp., New Orleans, LA, 2006-2008**. Supervised the decommissioning, demolition, and disposal of privately properties in accordance with applicable federal, state and local requirements. Supervised the demolition of over 200 homes and commercial structures destroyed by Hurricane Katrina.
- **Post Buckley Schuh & Jernigan, Inc., 2004-2006**. Environmental Inspector and Evacuation Plan Writer following Hurricanes Wilma, Katrina Charley, Frances, and Jean.

EDUCATION/CERTIFICATIONS

- BS, Wilberforce University.
- FEMA IS-102 FEMA Response Partners
- FEMA IS-632 Debris Operations
- OSHA 40 Hour Hazwoper Training
- FEMA IS-00035.15 Safety Orientation 2015
- FEMA Disaster Housing Inspector (PARR)
- E-QIP # 3943088
- FEMA IS-100 ICS
- FEMA IS-631 Public Assistance
- OSHA 30 Hour Construction Safety
- USACE Training Safety & Health EM 385-1-1
- U.S. Army Corps of Engineers QCS/RMS Training
- U.S. Army Corps of Engineers Construction Quality Management
- First Aid/CPR/AED

Andy Wright, Project Manager

Mr. Wright is an experienced project manager who has been involved in a broad range of debris management and disaster recovery services. His work has ranged from quality control, project management, government liaison, and site management for jurisdictions varying from small towns to the U.S. Army Corps of Engineers. His responsibilities include providing direction to drivers and project supervisors, coordinating daily communications with City and County officials and emergency management personnel, monitoring project cost, and leading operations with vegetative debris and construction debris.

PROFESSIONAL EXPERIENCE

- **Hurricane Michael 2018-2019.** Project Manager in Jackson County, Florida for performance of 70-hour Cut and Push for debris generated by Hurricane Michael, as well as for ongoing debris management services managed by FDOT following the Cut and Push project.
- **Hurricane Florence 2018.** Project Manager and Operations Supervisor for bio-waste disposal projects for the North Carolina Department of Agriculture and Consumer Services.
- **Connecticut Microburst/Tornadoes 2018**. Project Manager for Town of Brookfield project involving clean-up following the May tornado.
- **Nor'easters 2018**. Storm Expert Representative on behalf of Ceres in Boston, Massachusetts and Baltimore, New Jersey.
- **Hurricane Irma 2017**. Project Manager for Pinellas County, Pasco County, and Palm Beach Gardens FL clearing both vegetative and C&D debris generated by the hurricane.
- **Hurricane Harvey 2017**. Project Manager in for clean-up for more than 80,000 CY of debris in Houston, TX.
- **Southeast Tornadoes 2017**. Project Manager in Albany, GA for removal and disposal of over 860,000 CY of debris.
- **California Wildfires 2017**. County Manager for U.S. Army Corps of Engineers recovery project in Lake, Mendocino & Napa Counties following the fires between October and December of 2017.
- **Hurricane Mathew 2016**. Project Manager for several projects coordinated by the SC DOT for clearing debris in Jasper, Hampton, and Berkeley Counties.
- **Hurricane Matthew 2016**. Project Supervisor responsible for planning and setup in Savannah, Georgia.
- **Louisiana Floods, 2016**. Quality Control Specialist for Livingston Parish project involving clean-up following heavy rains and flooding in Louisiana in August 2016.

Clayton Ross Young, Project Manager

Mr. Young has experience in project management and field supervisor for disaster recovery projects and construction projects. He has expertise in safety and regulation compliance, team building and leadership, budget forecasting and client/community relationship management. Mr. Young has lead projects following disaster such as hurricanes, floods and tornadoes.

PROFESSIONAL EXPERIENCE

- **Hurricane Harvey 2017.** Project Manager for Ceres response to the City of Pearland, Texas following Hurricane Harvey.
- **Louisiana Flooding 2016.** Field assessment lead during projects for Livingston Parish and Denham Springs following heavy rains and flooding in Louisiana.
- **Moore, OK Tornado 2013.** Field assessment lead for project response to the City of Moore, Oklahoma following an EF5 tornado.
- **Hurricane Isaac 2012.** Field Supervisor for response to jurisdictions in Louisiana following Hurricane Isaac.
- **Superstorm Sandy 2012.** Field Supervisor for cleanup efforts in New York and New Jersey after Superstorm Sandy.
- **Well Bore, Williston, ND.** Field Supervisor for Baker Hughes.

EDUCATION/CERTIFICATIONS

- B.S. Political Science, Business Administration & Management, University of Mississippi
- National Safety Council CPR Course
- OSHA 10-Hour Certification
- 100+ Hours of Disaster Relief Professional Development
- National Safety Council First Aid Course
- H2S Certified

Timothy Zanor, Imaging Supervisor, IT Support

Mr. Zanor brings 16 years of experience to Ceres of direct and remote computer support administration with extensive experience in multi-workstation and server configurations. Mr. Zanor is responsible for Ceres' electronic document library, image scanning and maintenance of electronic document retention guidelines. He is proficient in software including Maxwell Systems, Citrix, RMS/QCS, SQL Servers, VOiP Systems, Blackberry Servers and Exchange Servers.

PROFESSIONAL EXPERIENCE

- **Mississippi Tornado 2014** providing network administration, technical support, imaging and systems maintenance support to tornado recovery and clean-up efforts in Mississippi.
- **Alabama Tornadoes 2014** providing network administration, technical support, imaging and systems maintenance support to tornado recovery efforts in Alabama.
- **Winter Storm Pax 2014** providing network administration, technical support, imaging and systems maintenance support to disaster response contract in Georgia and North Carolina.
- **Hurricane Isaac 2012** providing network administration, technical support, imaging and systems maintenance support to hurricane recovery contracts in Louisiana.
- **Winter Storm Alfred 2011** providing network administration, technical support, imaging and systems maintenance support to winter storm recovery projects in Connecticut.
- **North Dakota Flood Recovery 2011** providing network administration, technical support, imaging and systems maintenance support to flood recovery operations.
- **Hurricane Irene 2011** providing network administration, technical support, imaging and systems maintenance support to hurricane recovery operations in Virginia and North Carolina.
- **Alabama Tornadoes April 2011,** Network administrative, imaging and systems maintenance support to debris clean up in nine Alabama locations which included trimming, loading, and hauling of debris. Also administrated data management and tabulation for Jefferson County and Jasper.
- **Haiti Earthquake 2010 - present,** providing network administration, technical support, imaging and systems maintenance support to earthquake recovery operations in Port-au-Prince, Haiti.
- **Ice Storm 2009**, Network administrative, imaging and systems maintenance support to emergency debris clean up after Winter ice storm which included trimming, loading, and hauling of vegetative debris for county rights-of-ways in Kentucky
- **Hurricane Ike 2008**, System and electronic resources administration and operations support to county and city debris removal and disposal in Texas
- **Hurricane Gustav 2008**, Procurement, installation and configuring of network servers and workstations in support of field operations for emergency debris removal and disposal of over 1.9 million cubic yards of debris in Louisiana; Imaging support for debris tickets; Creation of wide area network (WAN) for secure TDSR sites and field offices; Maintenance management of network systems and electronic resources
- **Hurricane Dolly 2008**, Network administration and system maintenance support to debris removal, processing and disposal operations from county rights-of-ways in Texas
- **Iowa Flood 2008**, System support including network and internet access security to field operations for debris removal and disposal which also included white goods, C & D, and household hazardous waste removal and disposal in Iowa
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007**, Procurement, configuration, and IT support for Floodway Control (USACE) project in Puerto Rico
- **U.S. Army**, Aviation Battalion 1st Platoon Utility and Battalion Commanders Helicopter Crew Chief, Aviation Life Support Officer, and NBC Officer responsible for nuclear, biological, and chemical warfare prevention.

EDUCATION/CERTIFICATIONS

- Program Microcomputers Specialist, Century College
- Bachelor's degree, Information Technology, Colorado Technical University (in progress)
- Network Operating Systems training: Novell2.x, 3.1x, 4, & 5; Microsoft SBS; and Microsoft LAN
- LaserFiche Administrator, user ver. 8.0 training; LaserFiche Quick Fields ver. 7.0 training

4.F Employee Certifications



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DAVID A PREUS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.a
Introduction to the Incident Command System,
ICS-100

Issued this 25th Day of May, 2009

0.3 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Chuck Owens
- David Preus
- Dawn Brown
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Karl Dix
- Mike Hansen
- Patricia Macey
- Steve Johnson
- Tia Laurie
- Jason Alber



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

PATRICIA C MACEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and
Initial Action Incident, ICS-200

Issued this 22nd Day of December, 2010

0.3 IACET CEU

Vilma Schaffer-Milmoe
Superintendent (Acting)
Emergency Management Institute

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Macey
- Steve Johnson
- Jason Alber



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-300
INTERMEDIATE INCIDENT COMMAND SYSTEM COURSE
as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

This training sponsored and coordinated by the Champlin Office of Emergency Management

Champlin, Minnesota
Issued this 1st day of June, 2007

David Schwarze
Instructor

Ceres Employees Holding This Certification

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Macey
- Steve Johnson



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-400
ADVANCED INCIDENT COMMAND SYSTEM COURSE
as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

This training sponsored and coordinated by the Champlin Office of Emergency Management

Champlin, Minnesota
Issued this 1st day of June, 2007

David Schwarze
Instructor

This Course meets the requirements for 12 hours of continuing education as recognized by the National Registry of Emergency Medical Technicians

Minnesota POST credits applied for

Ceres Employees Holding This Certification

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Macey
- Steve Johnson



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System (NIMS), An Introduction

Issued this 22nd Day of December, 2008

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Karl Dix
- Mike Hansen
- Patricia Macey
- Steve Johnson
- Tia Laurie



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 11th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Karl Dix
- Patricia Macey
- Tia Laurie
- Jason Alber



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-400
ADVANCED INCIDENT COMMAND SYSTEM COURSE
as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

This training sponsored and coordinated by the Champlin Office of Emergency Management

Champlin, Minnesota
Issued this 1st day of June, 2007

David Schwarze
Instructor

Ceres Employees Holding This Certification

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Macey
- Steve Johnson



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System (NIMS), An Introduction

Issued this 22nd Day of December, 2008

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Karl Dix
- Mike Hansen
- Patricia Macey
- Steve Johnson
- Tia Laurie



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

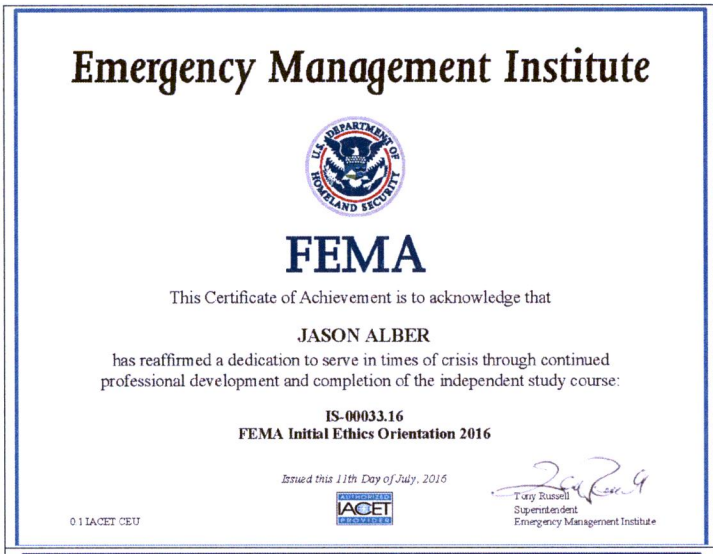
Issued this 11th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Karl Dix
- Patricia Macey
- Tia Laurie
- Jason Alber



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00033.16
FEMA Initial Ethics Orientation 2016

Issued this 11th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.1 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner
- Jason Alber



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00102
Deployment Basics for FEMA Response Partners

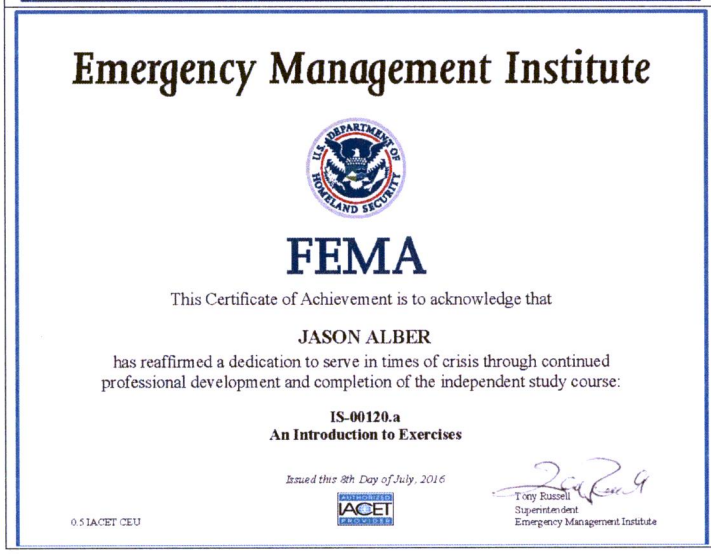
Issued this 2nd Day of January, 2009

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.1 CEU

Ceres Employees Holding This Certification

- Derek Pruner
- Tia Laurie
- Jason Alber



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00120.a
An Introduction to Exercises

Issued this 8th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.5 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner
- Jason Alber



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-400
ADVANCED INCIDENT COMMAND SYSTEM COURSE
as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

This training sponsored and coordinated by the Champlin Office of Emergency Management

Champlin, Minnesota
Issued this 1st day of June, 2007

David Schwarze
Instructor

This Course meets the requirements for 12 hours of continuing education as recognized by the National Registry of Emergency Medical Technicians

Minnesota POST credits applied for

Ceres Employees Holding This Certification

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Macey
- Steve Johnson



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System (NIMS), An Introduction

Issued this 22nd Day of December, 2008

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Karl Dix
- Mike Hansen
- Patricia Macey
- Steve Johnson
- Tia Laurie



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 11th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Karl Dix
- Patricia Macey
- Tia Laurie
- Jason Alber



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-400
ADVANCED INCIDENT COMMAND SYSTEM COURSE
as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

This training sponsored and coordinated by the Champlin Office of Emergency Management

Champlin, Minnesota
Issued this 1st day of June, 2007

David Schwarze
Instructor

This Course meets the requirements for 12 hours of continuing education as recognized by the National Registry of Emergency Medical Technicians

Minnesota POST credits applied for

Ceres Employees Holding This Certification

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Macey
- Steve Johnson



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System (NIMS), An Introduction

Issued this 22nd Day of December, 2008

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Karl Dix
- Mike Hansen
- Patricia Macey
- Steve Johnson
- Tia Laurie



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 11th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Karl Dix
- Patricia Macey
- Tia Laurie
- Jason Alber



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00293
Mission Assignment Overview

Issued this 30th Day of March, 2010

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00630
Introduction to the Public Assistance Process

Issued this 21st Day of December, 2009

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.2 IACET CEU

Ceres Employees Holding This Certification

- Patricia Macey
- Tia Laurie



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00631
Public Assistance Operation I

Issued this 7th Day of April, 2010

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.7 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner
- Karl Dix



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632
Intro to Debris Opers in FEMA's Public Assis. Prg

Issued this 8th Day of August, 2008

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.5 CEU

Ceres Employees Holding This Certification

- Derek Pruner
- Karl Dix
- Tia Laurie
- Jason Alber



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00701.a
NIMS Multiagency Coordination System (MACS)

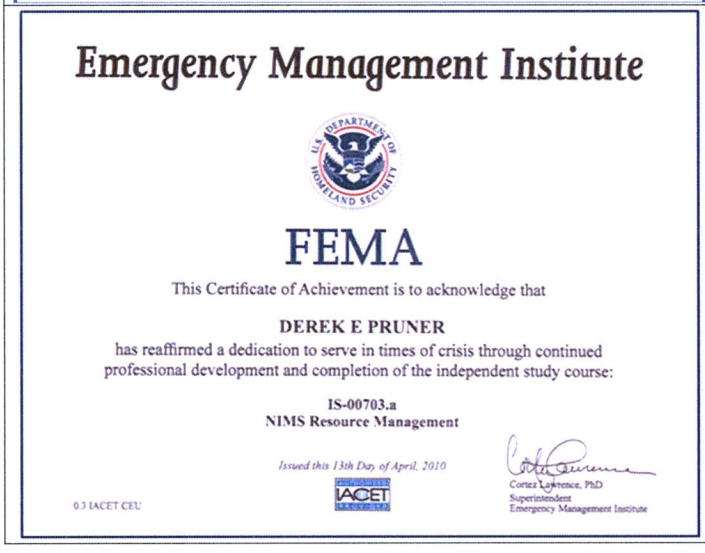
Issued this 8th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

0.5 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner
- Karl Dix
- Jason Alber



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00703.a
NIMS Resource Management

Issued this 13th Day of April, 2010

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner
- Karl Dix



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00801
Emergency Support Function (ESF) #1
Transportation

Issued this 15th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00802
Emergency Support Function (ESF) #2
Communications

Issued this 15th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00803
Emergency Support Function (ESF) #3
Public Works and Engineering

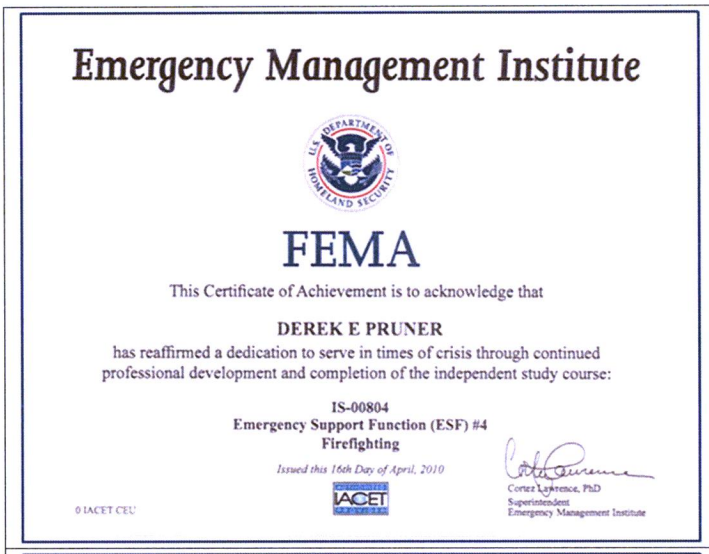
Issued this 15th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00804
Emergency Support Function (ESF) #4
Firefighting

Issued this 16th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00805
Emergency Support Function (ESF) #5
Emergency Management

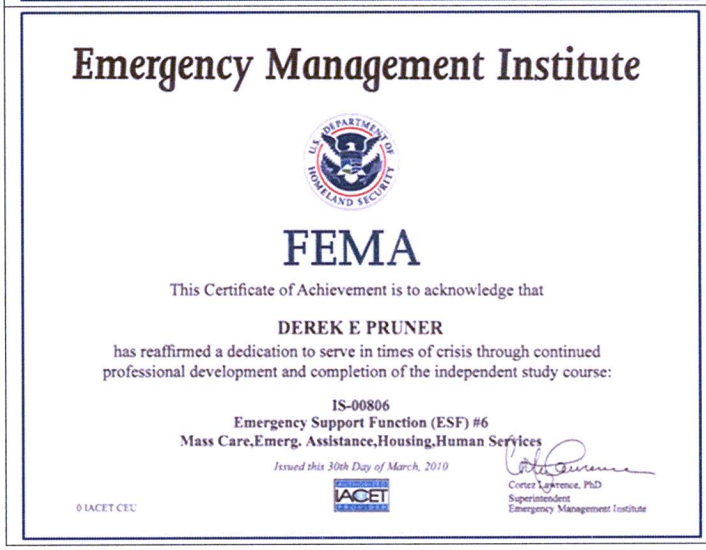
Issued this 16th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00806
Emergency Support Function (ESF) #6
Mass Care,Emerg. Assistance,Housing,Human Services

Issued this 30th Day of March, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00808
Emergency Support Function (ESF) #8
Public Health and Medical Services

Issued this 17th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00809
Emergency Support Function (ESF) #9
Search and Rescue

Issued this 17th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00810
Emergency Support Function (ESF) #10
Oil and Hazardous Materials Response

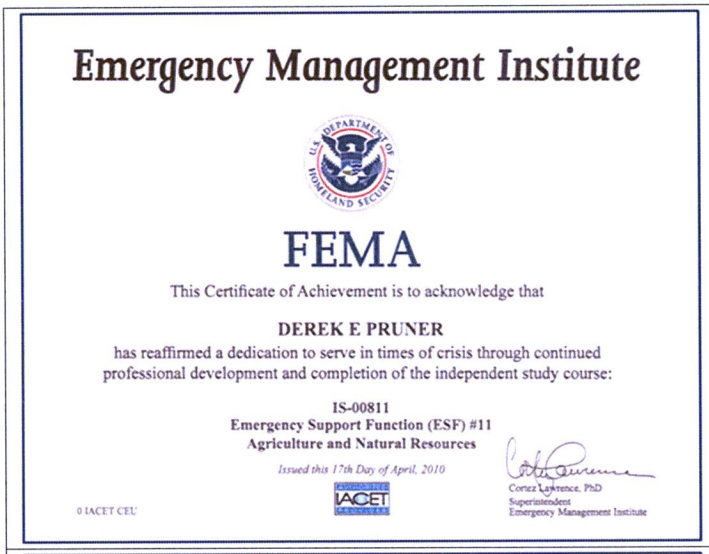
Issued this 17th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00811
Emergency Support Function (ESF) #11
Agriculture and Natural Resources

Issued this 17th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00812
Emergency Support Function (ESF) #12
Energy

Issued this 17th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00813
Emergency Support Function (ESF) #13
Public Safety and Security

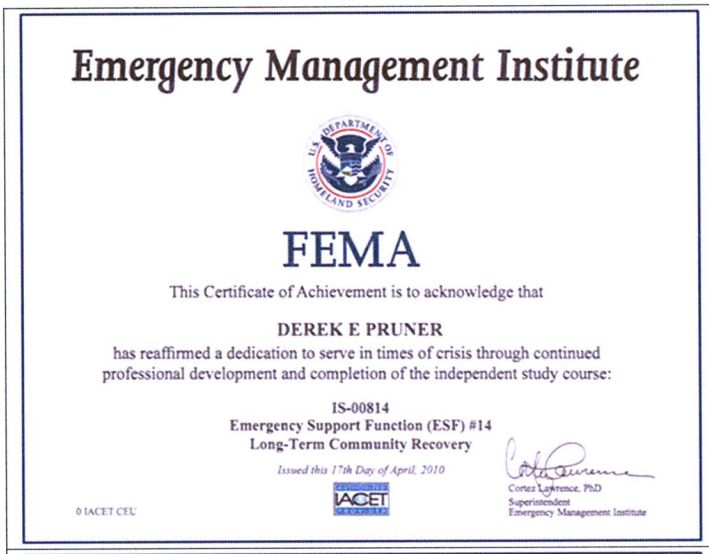
Issued this 17th Day of April, 2010

0 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00814
Emergency Support Function (ESF) #14
Long-Term Community Recovery

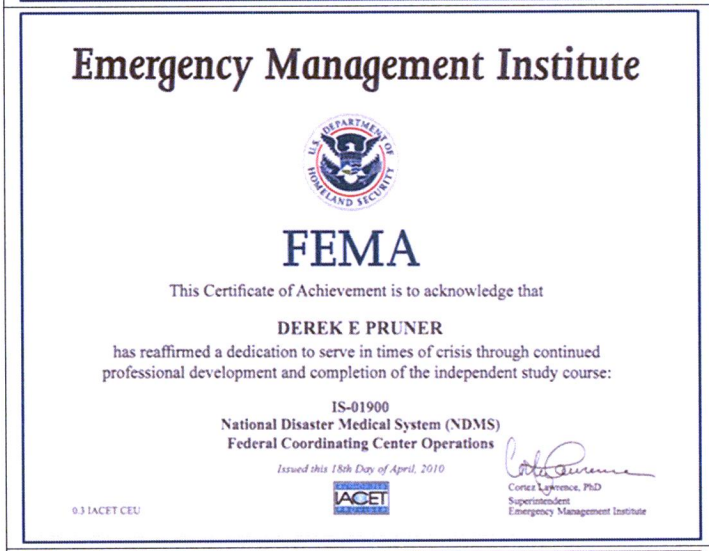
Issued this 17th Day of April, 2010

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-01900
National Disaster Medical System (NDMS)
Federal Coordinating Center Operations

Issued this 18th Day of April, 2010

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Derek Pruner



Certificate of Completion

awarded to

Gail M. Hanscom

Debris Management Planning for State, Tribal, and Local Officials

National Hurricane Conference
Orlando, Florida
March 31-April 1, 2008

Emergency Management Institute
Federal Emergency Management Agency

Vilma Schifano-Milman
Acting Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- David Preus
- Gail Hanscom



U.S. ARMY CORPS OF ENGINEERS
USACE LEARNING CENTER
HUNTSVILLE, ALABAMA
NAVFAC

CERTIFICATE

TIA LAURIE

SE9-02-15-00025

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

University of North Florida, Jacksonville, FL — Location
November 12, 2014 — Training Date(s)
NAVFAC SE — Instructional District/ NAVFAC
Robert "Whit" Heffington P.E. — Facilitator/Instructor
robert.heffington@navy.mil — Email
904-542-6680 — Telephone
Robert "Whit" Heffington P.E. NAVFAC SE CIS1 904-542-6680 — COM-S Manager
Facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

Florida Construction Industry Licensing Board - 10 Continuing Education Hours
University of North Florida / NAVFAC SE - Provider # 0001345, Course # 0606220

Director, USACE Learning Center

Ceres Employees Holding This Certification

- Gail Hanscom
- Chuck Owens
- David Davenport
- Derek Pruner
- Ron Rodriguez
- Tia Laurie



Certificate of Completion

Presented to:

JAKOB THOMPSON

On 1/27/2012, JAKOB THOMPSON successfully completed the OSHA 30 Hour Outreach Training for General Industry.

OSHA Training Institute Education Center
USF University of South Florida
American Safety Council

OSHA Authorized Trainer

Ceres Employees Holding This Certification

- Chuck Owens
- David Davenport
- Jake Thompson
- Ron Rodriguez



Certificate of Completion

Presented to:

JAKOB THOMPSON

On 1/20/2012, JAKOB THOMPSON successfully completed the 10-Hour OSHA Outreach Training Course for General Industry.

OSHA Training Institute Education Center
USF University of South Florida
American Safety Council

OSHA Authorized Trainer

Ceres Employees Holding This Certification

- David Davenport
- Huey DeVille
- Jake Thompson
- Mike Hansen
- Ron Rodriguez
- Steve Johnson



OSHA.COM
Online OSHA Training

Certificate of Course Completion

Jakob Thompson	40 Hr HAZWOPER	04/22/2012 12:24 CST
Student's Name	Course Title	Course Completion Date

Student's Signature

2309315
Certificate Number

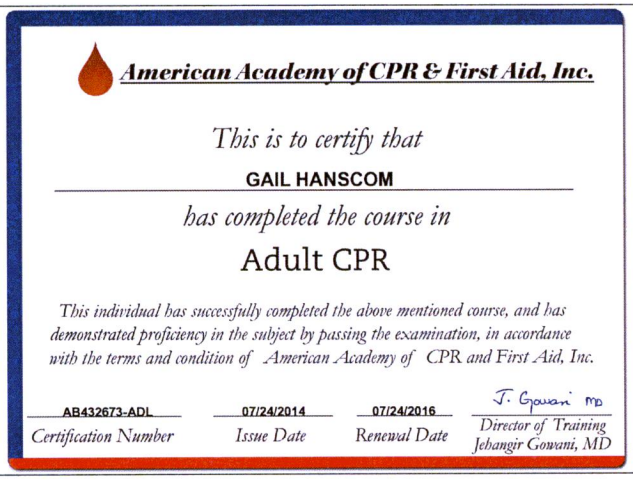
40
# of hours approved

I hereby attest that I have completed the above named safety course in accordance with the ethical guidelines defined by, OSHA.com I acknowledge that I consumed all information and took all Pertinent quizzes and/or final tests.

OSHA.com

Ceres Employees Holding This Certification

- David Davenport
- Jake Thompson
- Patricia Macey



American Academy of CPR & First Aid, Inc.

This is to certify that

GAIL HANSCOM

has completed the course in

Adult CPR

This individual has successfully completed the above mentioned course, and has demonstrated proficiency in the subject by passing the examination, in accordance with the terms and condition of American Academy of CPR and First Aid, Inc.

AB432673-ADL	07/24/2014	07/24/2016	J. Gowani MD
Certification Number	*Issue Date*	*Renewal Date*	*Director of Training Jehangir Gowani, MD*

Ceres Employees Holding This Certification

- Chuck Owens
- Gail Hanscom

4.G Company Experience

Overview

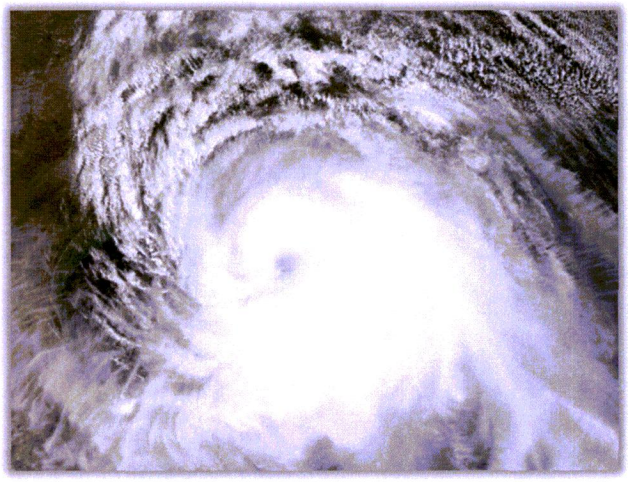
Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying across North America from its permanent disaster response facilities in Texas, Florida and Minnesota. Since its founding in 1976, Ceres has been awarded over **$1.8 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding". Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope.**

Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major events as Hurricanes Andrew, Georges, Katrina, and Ike; the 1999 Oklahoma City tornado and the 2011 Alabama tornadoes; flooding in Iowa in 2008 and North Dakota in 2011; earthquakes in Haiti in 2010 and New Zealand in 2011; Superstorm Sandy in 2012; Winter Storm Pax in 2014; Winter Storms Cara and Goliath in 2015; Hurricanes Hermine and Matthew in 2016; and Hurricanes Harvey, Irma and Maria 2017, and Hurricanes Florence and Michael in 2018.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 43 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement**. An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with…."* Ceres always adheres to the highest standards of quality, integrity and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Owned Equipment, and
- Trusted Subcontractors



Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Under the Oklahoma Environmental Management Authority after Winter Storm Cara, Ceres received a Notice to Proceed and made a commitment to OEMA to have two self-loading knuckle-boom trucks with pup trailers mobilized within 72 hours. Ceres mobilized both pieces of equipment within 24 hours and began debris clearance for OEMA within 72 hours of the Notice to Proceed.

In Cameron County, Texas, Ceres representatives and equipment were in place before Hurricane Dolly hit and a representative of the Ceres Advance Team sheltered in the County Emergency Operations Center before and during landfall with the County officials. In Jefferson Parish, LA, Ceres hauled more than 45,000 cubic yards on the first day of operation. In Kansas City, MO, more than 200 trucks were hauling within 72 hours of contract award. In Florida's Operation Blue Roof, Ceres had more than 180 roofers installing temporary roofs within 72 hours of contract award. For Hurricane Andrew, Ceres provided the U.S. Army Corps of Engineers with 25 new chippers, along with 25 trucks and associated crews within 48 hours of contract award. The clients' performance requirements were met or exceeded throughout the contracts and subsequently, available contract extension options were exercised.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and office locations in Sarasota, FL; Houston, TX; and Brooklyn Park, MN. Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.

Experienced Project Management

The company has more than 60 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; certified in Emergency Management by FEPA; have been certified by FEMA in NIMS; are Red Cross certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand.

Ceres' management has demonstrated its ability to respond to large-scale events. In 2011 after the string of tornadoes that hit Alabama and surrounding states, Ceres activated a contract with Jefferson County. Using Ceres-owned equipment allowed the company to get to work quickly, eventually employing 27 local and small business subcontractors and vendors to assist the removal and hauling of debris. During the contract, the scope of work changed as cities within the county requested services under the County contract. Ceres cleared debris from right-of-ways in Jefferson County, Vestavia Hills, Warrior, Mountain Brook, and Pleasant Grove, reducing and hauling **over one (1) million cubic yards of debris**.

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a $1 billion contract for disaster response, including: loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Cara in November 2015, Ceres responded to the Oklahoma Environmental Management Authority (OEMA) and began to mobilize staff and equipment within 24 hours of the Notice to Proceed, finishing the first pass in the first two days of operations. When Winter Storm Goliath hit Texas and Oklahoma just one month later in December, Ceres already had staff and equipment positioned to respond in Oklahoma. As more debris piled up following Goliath, Ceres extended its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

Ceres responded to the spring tornadoes that devastated the South, the spring floods in North Dakota, Hurricane Irene in North Carolina and Virginia, and Winter Storm Alfred in the Northeast all in 2011. Ceres accomplished eight separate contracts while fulfilling all contractual obligations. During the summer of 2008, Hurricanes Dolly, Gustav and Ike all impacted the Gulf Coast. When Dolly hit the Texas coast Ceres was ready, with people, subcontractors and equipment already on the ground in Cameron County, TX. As Ceres' response to Dolly was wrapping up, Gustav hit Louisiana, and two weeks later Ike hit the Houston, TX area. Ceres responded quickly to both new storms, performing in 11 different locations covered by separate debris removal contracts in Texas and Louisiana.

Following Hurricanes Katrina, Rita, and Wilma in 2005, Ceres performed several other emergency response contracts—often at the same time—including: Katrina debris removal for the City of Biloxi; Hurricane Wilma debris removal for the City of Palm Beach Gardens, FL; Katrina debris removal for the Parish of Terrebonne,

LA; and the installation of over 22,000 temporary roofs on private residences in two states under two separate "Blue Roof" contracts with the U.S. Army Corps of Engineers (USACE).

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.



In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

In 2008, Ceres performed sixteen separate debris removal missions following ice storms, flooding, and hurricanes Dolly, Gustav and Ike. During the performance of these missions, there were zero lost time injuries.

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres' management has demonstrated a high level of capability and adaptability. During its performance of Hurricane Georges recovery work for the USACE in Puerto Rico, Ceres rapidly mobilized equipment and personnel from the mainland and operated 17 temporary reduction sites over an area of 3,000 square miles across the island of Puerto Rico. Eventually, Ceres reduced, processed, and sorted more than 2.3 million cubic yards of debris, while simultaneously hauling and disposing of 1 million cubic yards of debris (and processed material), and installing approximately 3,000 temporary roofs. Ceres handled this challenging project despite the fact that it was Ceres' first project in a place where English was not the native language; and where qualified subcontractors did not exist. Ceres management responded with multi-lingual project leadership, who hired and directly managed more than 1,400 local employees. This project earned a high customer evaluation.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of $500M per single project. During the 2005 storm season, Ceres provided bonds for three concurrent Army Corps hurricane response projects with contract award amounts of $1B, $60M, and $50M. Ceres has unrivalled access to the levels of working capital necessary to keep its promises and handle the biggest and most complex jobs.

Owned Equipment

Ceres owns more than 1,000 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. On a 2002 storm debris project, for Kansas City, MO, Ceres provided equipment for a project requiring completion within 16 days of contract award (the first pass required hauling over 500,000 cubic yards). Ceres successfully met the 16 day first pass deadline and the Kansas City Project Manager in charge won an award for his outstanding disaster response performance.



Ceres' Houston facility with some of our over 500 pieces of equipment

Ceres owns all the life support equipment needed for supporting its own personnel including: mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from Hidalgo County's service area in order to facilitate contacts if and when pre-event mobilization plans are activated.

It is the formal policy of Ceres to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent

possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

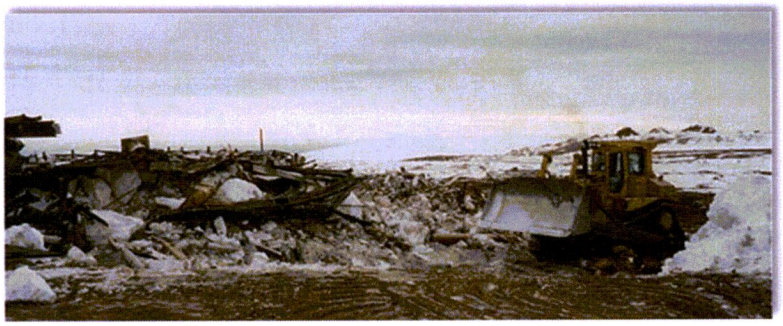
While Ceres' database of screened and qualified subcontractors consists of over 5,000 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

Qualities and Attributes

Reliable



In 1997, Ceres was selected by the United States Air Force for an emergency demolition project at Thule Air Base, Greenland, 700 miles from the North Pole. This difficult demolition project consisted of a large, severely damaged building that was in imminent danger of collapsing on a critical Early Warning Radar station protecting the U.S. East Coast. Unique project challenges included air lifting a 70,000 pound piece of specialized demolition equipment to Greenland and performing the work during October with limited daylight, severe cold, and the danger of strong winds in excess of 200 mph coming off the Greenland glacier. Ceres was given an outstanding rating for its performance on this project.

Respected

National magazines, including *Biocycle* and *Wood Waste Recycling*, have featured Ceres' urban wood waste recycling efforts and emergency debris management services. Ceres was also the honored recipient of the Minnesota Governor's *Certificate of Commendation* in 1995 for our innovation in the tree recycling industry. We have numerous letters of recommendation and high post project evaluations.

Experienced

Ceres has performed disaster recovery work on over 135 FEMA-reimbursed contracts in excess of $700M, and has been repeatedly selected by federal and local government agencies for pre-event emergency response contracts. Ceres has performed emergency work contracts of less than $25,000 and up to $1 billion. Our clients have provided excellent references based on their satisfaction with our work. Our experience makes us a superb choice for cities and counties that need the security of a proven company. Ceres has also been selected for large demolition and construction projects contracted by the U.S. Air Force, Navy, and Army.



Our expertise in large construction projects also provides us with the managerial expertise necessary to organize and perform major public projects such as disaster cleanup. Ceres has performed superbly in construction projects ranging from a large park in Puerto Rico with athletic fields and 30 structures, to levee repair work, to renovation of an underground park in Kentucky. This history exhibits the technical expertise that ensures all of our customers are pleased with their selection of Ceres.

Capable

Ceres is staffed by professionally trained individuals with more than 200 collective years of experience in disaster recovery management. Ceres provides regular on-going training for field employees as well as our professional staff. Ceres' superintendents carry the following certifications and formal training: USACE certification for Quality Control; FEMA NIMS; 30-hour Construction Safety accreditation; and Hazwoper 40-hour training. Selected Superintendents also have training in asbestos and lead abatement. Ceres also provides its employees with outside disaster response training through FEMA-sponsored courses.

The U.S. Army Corps of Engineers evaluated numerous offerors on their project management capabilities and experience and selected Ceres for an award as an Advance Contract Initiative Disaster Debris Management Contractor.

Safe

We take special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first. It is the practice of Ceres to employ a full-time Health and Safety Officer. The Health and Safety Officer is responsible for overseeing Ceres' field Safety Officers who are experienced in various aspects of safety compliance relative to construction activities, industrial hygiene and traffic safety. Safety Officers possess a variety of qualifications including: OSHA 10-hour and 30-hour training certifications; First Aid and CPR; and Hazwoper 40-hour certifications. Ceres' full time field employees have CPR/First Aid/AED training.



In 2010, we received a **Perfect Record Award** for operating an entire year without occupational injury or illness and a **Million Mile Club** award for driving without a Preventable Incident.

There were no lost time injuries during all of Ceres' 2005 temporary roofing operations with over 22,000 roofs installed. In 2004 with over 1,000 workers in the field, no lost time injuries occurred on any of our projects during disaster recovery operations across nineteen Florida counties.

Ceres was named a recipient of the **Million Work Hours Award** for our superb safety record on the Katrina Debris project for the U.S. Army Corps of Engineers.

FEMA Knowledgeable

Ceres has more than 26 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of that City during which the City was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to take a reimbursement reduction from the City in excess of $1,000,000. When the City notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the City subsequently received all of its eligible reimbursement without any reduction.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Hidalgo County officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume, and establishes additional toll free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Hidalgo County officials accordingly.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos… Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

The City of Palm Beach Gardens recommends Ceres Environmental as a responsive Contractor

David Reyes, Operations Director, City of Palm Beach Gardens

…I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

This quote was taken from the official Navy project performance evaluation of Ceres.
Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

This letter is to strongly recommend Ceres Environmental Services, Inc., as a government contractor.
William T. Hopkins, Director of Planning, Engineering and Public Works, Town of Smithfield, VA

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner….I have been most impressed by their thoroughness and flexibility.
Donald M. Long, Director of Public Works, County of Isle of Wight, VA

I would like to thank Ceres for the excellent job …. Ceres did an excellent job in the coordination and the removal of tree damage that occurred…. I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.
Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

4.H Familiarity with FEMA

From experience on over 135 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to successful completion of a project. To fulfill this need, Ceres provides support and assistance through every step of the project. After the project is completed, Ceres will attend post-project briefings and provide our lessons learned and recommendations for the next project to the Hidalgo County. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. **Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the County in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

Training

Ceres is qualified and able to participate in pre-event training days. Available training related to technical aspects of disaster recovery involves FEMA worksheets, the available methods of recording project data from tickets and truck certifications onto electronic records and databases, field operations and other training as needed or requested.

Ceres' training will cover various topics, many of which are included below in a list of typical events that occur in a disaster response.

Sequence of Events (Source: FEMA Public Assistance Policy Digest)

- Local response – emergency operations center activation-declaration of state of emergency
- Continue emergency work-maintain records (labor, equipment, materials, and contracts)
- Compile initial estimated damage. Report to State emergency management agency
- Evaluate needs and request State/Federal assistance
- Federal/State survey of need—Preliminary Damage Assessment (PDA)
- Governor's request for Federal assistance
- Presidential declaration
- Designation of applicant's agent
- Attend Applicant's Briefing and submit a Request for Public Assistance
- Attend Kickoff Meeting with Public Assistance Coordination (PAC) Crew Leader—discuss project formulation
- Prepare Project Worksheets—work with the PAC Crew Leader
- Address applicable Special Considerations (floodplain management, insurance, hazard mitigation and compliance with environmental and historic preservation laws)
- Complete application for Federal funds
- Maintain required documentation (labor, equipment, materials, and contracts)
- Receive payment of small projects—for Federal share and possibly State share
- Complete approved disaster work within time allowed
- Request final inspections
- Submit documents for final inspection, program review, and close-out
- Keep all documentation for 3 years from date of final Financial Status Report, or follow State and applicant record retention policies if they require retention beyond 3 years

FEMA Alternative Procedures Pilot Program

As the County considers services for a post-disaster recovery situation, it's important to understand how choosing best value instead of low cost can provide better, more responsive service while costing nearly the same – or even saving the County money. The Public Assistance Alternative Procedures (PAAP) Pilot Program is described in the FEMA Public Assistance Program and Policy Guide published in January 2016. Under the PAAP Pilot Program, the recipient may receive a higher federal cost share for removing debris quickly following a disaster. If a local government removes debris within the first 30 days, the local government receives 85% federal cost share. From 31-90 days, the federal cost share is 80%. From 91-180 days, the federal cost share reverts to the original 75%.

Timeframe (days from start of incident period)	Federal Cost Share
1-30	85%
31-90	80%
91-180	75%
181+	0% (unless FEMA approves a time extension)

In order to achieve this rapid mobilization, the County must understand the numbers behind best value versus low cost. On paper, the low cost looks great. In the long run, the low cost could potentially cost the County money. A low cost contractor would be limited to the amount and type of equipment mobilized to this project. With low quantities of equipment mobilized to the project, the low cost contractor would have a much longer project timeline. Conversely, a best value contractor, like Ceres Environmental Services, Inc., can mobilize quickly with a combination of Ceres-owned equipment and subcontracted equipment. The subcontracted equipment is a mixture of local resources and outside subcontractors. The goal is to strike a balance between keeping dollars at home with local subcontractors and moving quickly enough to take advantage of the PAAP Pilot Program sliding scale.

In the following tables, Contractor A is the low cost contractor, and Contractor B is the best value contractor. Contractor A presents a lower overall project price than Contractor B, but with the existing FEMA PAAP Pilot Program guidelines, Contractor A actually costs the County more money in FEMA reimbursement while taking longer on project performance.

Contractor A			
Distance	**CY**	**Price Per CY**	**Subtotal**
Short Haul	10,000	$6.00	$60,000.00
Medium Haul	5,000	$7.00	$35,000.00
Long Haul	2,000	$8.00	$16,000.00
Total			**$111,000.00**

Contractor B			
Distance	**CY**	**Price Per CY**	**Subtotal**
Short Haul	10,000	$6.50	$65,000.00
Medium Haul	5,000	$7.50	$37,500.00
Long Haul	2,000	$8.50	$17,000.00
Total			**$119,500.00**

Based on these totals, Contractor A would cost the County more FEMA reimbursement while taking a longer project performance time. To illustrate, the following tables show the total reimbursement for the County based on the costs for Contractor A and Contractor B and using reimbursement percentages from the PAAP Pilot Program. The total cost for each contractor is taken from the previous tables.

While Contractor A is still hauling debris after 90 days from the start of the incident, Ceres has the ability to complete the job within 90 days from the start of the incident. With the ability to pay a higher subcontractor price, Ceres can mobilize more equipment to supplement its company-owned equipment. Plus, with more high-capacity equipment – such as self-loading knuckleblooms above 100 cubic yards – Ceres can complete the job faster. The faster completion in turn results in a larger federal cost share.

Contractor A Cost Share

From Start of Incident	% of Debris Hauled	Contractor A Cost	Federal Cost Share	Federal Reimbursement	State/County Cost Share	State/County Reimbursement
30 days	10%	$11,100.00	85%	$9,435.00	15%	$1,665.00
31-90 days	55%	$61,050.00	80%	$48,840.00	20%	$12,210.00
91-180 days	35%	$38,850.00	75%	$29,137.50	25%	$9,712.50
Total	100%	**$111,000.00**	-	$87,412.50	-	$23,587.50

Contractor B Cost Share

From Start of Incident	% of Debris Hauled	Contractor B Cost	Federal Cost Share	Federal Reimbursement	State/County Cost Share	State/County Reimbursement
30 days	50%	$59,750.00	85%	$9,435.00	15%	$8,962.50
31-90 days	50%	$59,750.00	80%	$48,840.00	20%	$11,950.00
91-180 days	0%	$-	75%	$29,137.50	25%	$-
Total	100%	**$119,500.00**	-	$98,587.50	-	$29,912.50

Ceres can commit a full project management staff, company-owned equipment and subcontractor resources immediately upon Notice to Proceed. Our goal is to move quickly during the mobilization process to capitalize on the federal, State and local cost share splits afforded under the PAAP Pilot Program for debris removal.

Ceres has experience with the PAAP Pilot Program for Debris Removal. Ceres is also uniquely set up with equipment, personnel and temporary debris staging site to remove most debris within the first 30 days. To put it best, Ceres is in the best position to maximize Hidalgo County's FEMA reimbursement for debris removal.

In 2014, Ceres helped numerous clients maximize their reimbursement under the Pilot Program:

- Columbia County, GA
- Lee County, MS
- Kimberly, AL
- Graysville, AL
- Adamsville, AL
- North Carolina DOT
- Dawson County, GA

We have also provided countless presentations and briefings on the subject. As part of our pre-event training and coordination with current clients, Ceres will review, and in some cases develop, disaster debris management plans in compliance with the recently released FEMA Debris Management Plan Review Job Aid. Ceres fully understands the urgency to immediately begin debris removal not just for the economic recovery of the community, but also to maximize reimbursement under the Pilot Program.

Columbia County is an example of our experience with the Pilot Program. During our response to Columbia County after Winter Storm Pax in 2014, Ceres rapidly mobilized personnel and equipment to immediately begin the debris removal effort. Ceres eventually collected, removed, and disposed of more than 600,000 cubic yards of debris throughout the County.

The Columbia County cost savings are provided in the following chart, which shows the cost share of normal procedures versus alternative procedures under the PAAP Pilot Program.

Program Type	Federal/State Cost Share	Columbia County Cost Share	$8,300,000.00
Normal	87.5%	12.5%	$1,037,500.00
Alternative	92.3%	7.7%	$639,100.00
Total Savings			$398,400.00

Documentation – Field Operations

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these and any other forms needed for the County.



Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed cleanup in two counties in Kentucky after the devastating ice storm in January 2009. Since the Commonwealth performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the Commonwealth monitors' use. The Commonwealth eventually requested extra forms from Ceres for use in other counties where Ceres was not working.

In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the Public Assistance Debris Management Guide FEMA-325 published by the Department of Homeland Security. This publication provides guidelines for debris management from preparation to concluding response. Appendixes C and D of the Guide provide multiple forms for use during monitoring, including load tickets and truck certifications.

Ceres is also aware of the FEMA Public Assistance Program and Policy Guide (PAPPG), which supersedes FEMA-325 and Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards. In short, Ceres has access to all the information required to meet FEMA guidelines.

Ceres keeps multiple copies of the Public Assistance Debris Management Guide FEMA-325 in stock at all times. When a project is initiated, Ceres brings enough copies so that any County staff member who wishes may obtain his or her own free copy. Ceres can provide copies of the Guide upon contract award, or advise the County on how to obtain them for themselves.

LOAD TICKET

TICKET NO.		
CONTRACT NO.		
CONTRACTOR		
DATE		
DEBRIS QUANTITY		
Truck No.	Capacity (CY)	
Load Size (CY)	Tons	
Truck Driver		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Zone/Section	Dumpsite	
	Time	Inspector
Loading		
Dumping		
21		
22		

CERES ENVIRONMENTAL

Original : Contract Owner
Yellow : Driver
Pink : Ceres
Gold : Other
Green : Customer

This is the Ceres Load Ticket. In use, the Ticket Number is preprinted. This form is generally scanned at the job site and electronically transmitted to an office outside the disaster area for data entry. The form's five copies are color coded to minimize confusion.

Documentation – Administrative

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the County wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to insure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry

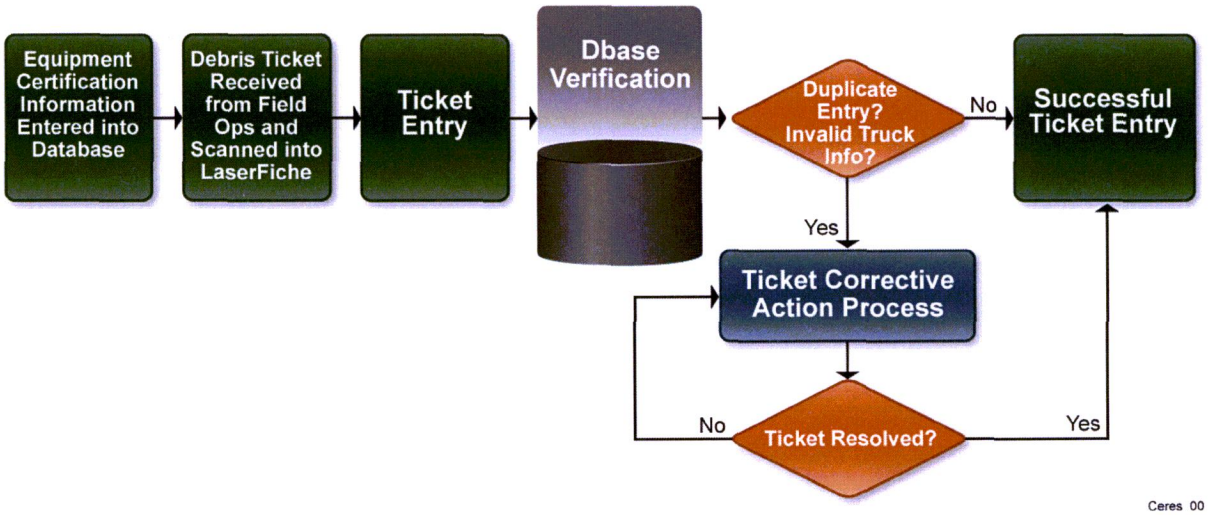
staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck

The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel so all data is entered in a consistent manner to insure data integrity. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

Ceres audits the database for inconsistencies, data entry error and data integrity on a regular basis. This ensures that records of all potentially-reimbursable activities are acceptable and auditable by FEMA.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. This extra planning makes the implementation of a project easier and faster. Additionally the use of advanced communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously *manage multiple projects, in multiple states.*

Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.



This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice the contract Client, to pay subcontractors and then provide management/field operations with production reports. This information is readily shared in a variety of formats.

Monitoring Consultants

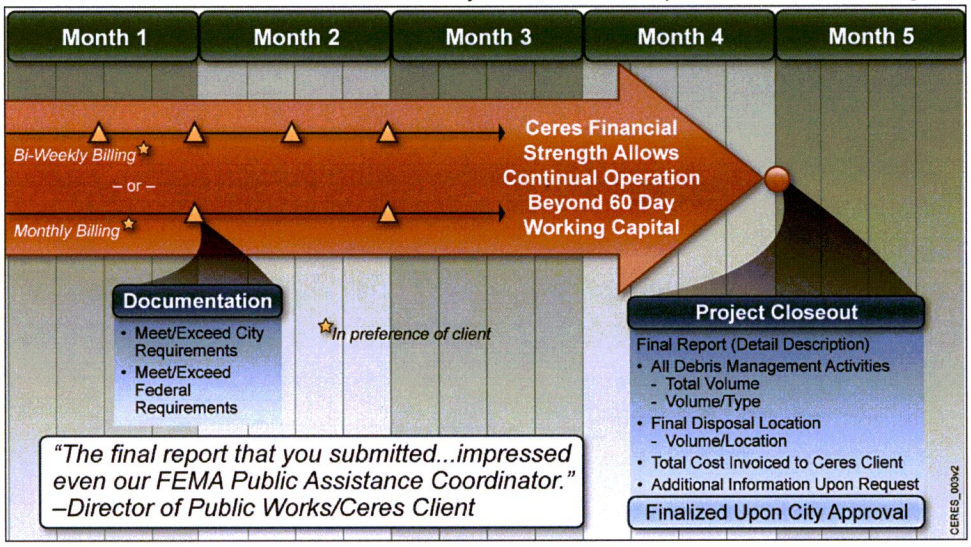
Some of Ceres clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency planning, direct communications with the County, incorporation of County forms and FEMA forms, facilitating communications with FEMA and other state and federal agencies, pre-event planning, post-event construction, funding, and reimbursement procedures. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the County verify that the proposed monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at www.epls.gov.

As a full line disaster response firm, Ceres also has expertise and experience in all of the services provided by monitoring consultants. For example, following a January 2009 Ice Storm in the Midwest, and while

under contract with the Kentucky Commonwealth, Ceres provided assistance in many of these areas. The KY Commonwealth had not contracted for technical assistance services and greatly appreciated the support that Ceres personnel were able to provide from basic guidance to providing numerous forms which enabled the Commonwealth to maximize their monitoring function and compliance for FEMA reimbursement. This successful past experience and expertise allows Ceres to work cooperatively and cohesively directly with the County or with a third party provider. We would be pleased to work with whomever the County chooses.

Invoicing

Ceres can invoice the County on a weekly, bi-weekly or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided. Documentation shall meet or exceed County and federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the County in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the County throughout the invoicing and reimbursement process long after the work has been completed. Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.



Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the County. If requested, Ceres will provide the County with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11, and on subsequent events including Hurricanes Isabel, Charley, Frances, and Jeanne. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

Program Management Assistance

Ceres is experienced and trained to provide all of the following services to the County:

- Preliminary Damage Assessment (PDA)
- Emergency Work definition (Category A and Category B)
- Analysis of Permanent Work (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of PDA for Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor assistance

- Preparation of Project Worksheet (PW)
- Review of records system for applicability to Federal and State Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

Production Reporting

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned these forms include: truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports.

Quality Control

Daily Contractor Production and Quality Control reports are completed and available the following work morning to the client or other designated authority. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the client. All records, certifications, and reports are converted into digital documents that are stored securely off-site on Ceres computer servers and are available to management and other project personnel on a need to know basis.

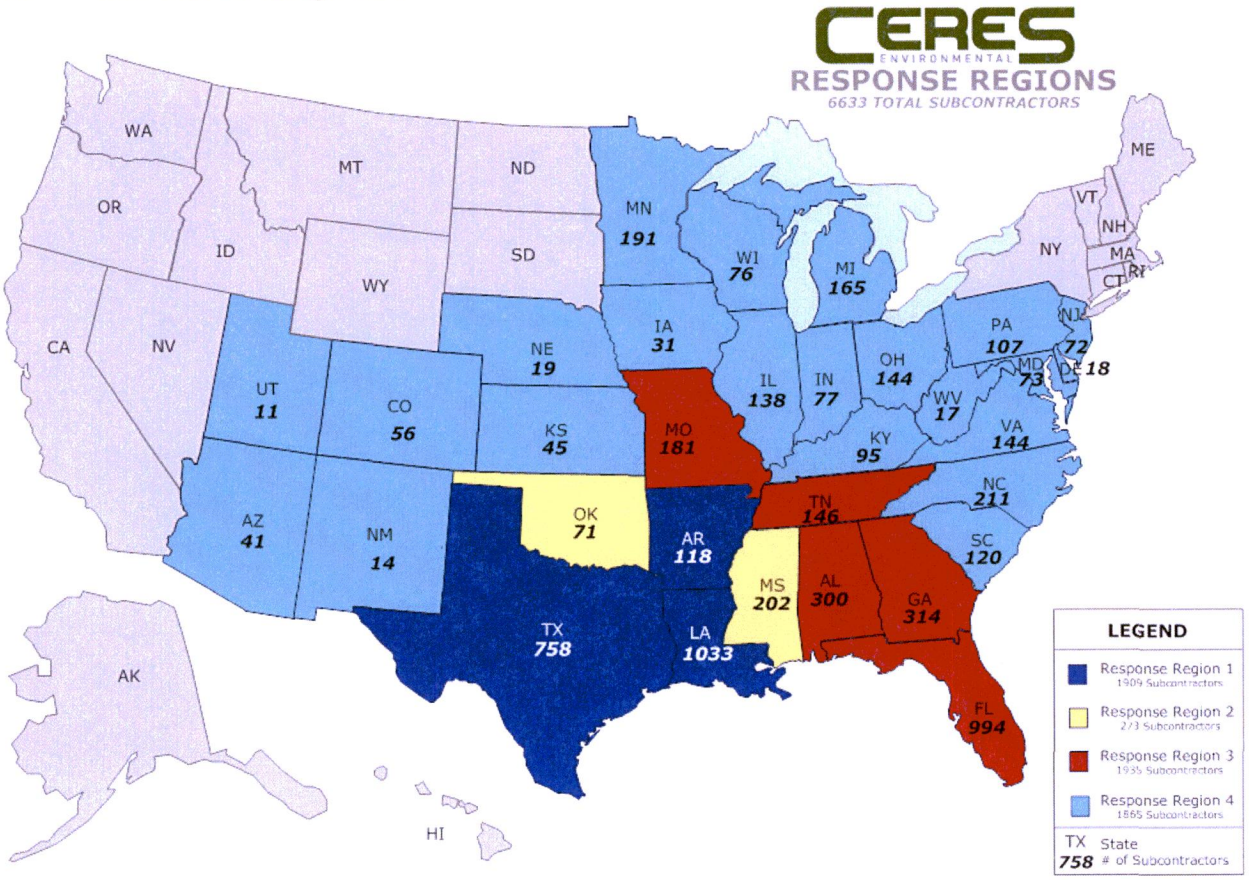
Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All Ceres employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

Dispatch Records

Dispatch records will be maintained for the duration of the project. Records include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed, etc.). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan, and these meetings are documented.

4.I Subcontracting Plan



Introduction

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and using, to the maximum extent possible and to the extent consistent with Hidalgo County's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

During our Hurricane Katrina response, Ceres was very successful in subcontracting with local companies. Our first priority is to give opportunities to local firms and it is our commitment to meet or exceed other small business and minority hiring goals of Hidalgo County. We recognize the importance of bringing in local companies and thereby further assisting in the economic recovery of the local area.

Ceres plans to subcontract at least 35% of this contract to local Texas subcontractors. Please note that, because this proposal is for a pre-event contract, it is difficult to assign a percentage of work to be completed by subcontractors until the size or severity of a disaster event is known.

Ceres paid local subcontractors 59.5% of subcontracted dollars during our response to Hurricanes Katrina and Rita in Louisiana, and successfully subcontracted to Small Disadvantaged Businesses (10.77%), Women Owned Businesses (18.25%) and Veteran Owned Businesses (8.38%).

Additionally, over the 2011 Alabama tornado season, Ceres paid 80% of subcontracting dollars to Alabama businesses. Ceres employs a Subcontract Manager who is dedicated to soliciting and involving local businesses with our projects. We look forward to using our subcontracting plan to further involve local businesses with work opportunities with Ceres.

Subcontracting To Firms within the Area of the Project

It is the intention, policy and practice of Ceres to use **local** subcontract services in the performance of the proposed contract to the maximum extent possible as consistent, within the requirements of **the Stafford Act,** Sec. 307, Use of Local Firms and Individuals (42 U.S.C. 5150), the prime contract and sound business practices and management policies. In General - In the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. We recognize the advantages obtainable by utilizing other responsible and experienced firms who are capable of furnishing specialty services and products of high quality. First priority will be given to those subcontractors who are from or do business in the surrounding area.

A separate program will be included for local contractors that do not necessarily have goals established under the contract requirements. Ceres' internal subcontractor databases, on-line databases, online local business directories, and local Government offices will be used to identify contractors in the immediate area. This is the process used quite successfully by Ceres on previous projects. The search and identification will validate the speed and performance level to mobilize contractors on site and begin the physical work. Our internal subcontractor database includes subcontractors who have expressed an interest in or assisted our firm in the successful completion of emergency response contracts. All efforts will be made to also procure supplies, materials and labor from local vendors.

Ceres has and will continue to communicate with local authorities, elected officials, and community organizations, its desire to hire local and small business enterprises and subcategory businesses to meet the requirements and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones. Copies of the contract will be sent to Plan Rooms servicing the particular region in addition to our office in the project area. The contract will also be posted to a web site and potential subcontractor registration will also be available via web, FAX, direct contact (1-877-STORM12). A dedicated toll-free telephone service will be established specifically for subcontractors interested in contracting with Ceres. Ceres has made as many resources available to subcontractors as possible in order to initiate and facilitate communication.

The Manager of Administration and the Subcontract Manager will notify regionally based subcontractors of the issuance of a notice to proceed. Ceres' subcontractor database currently contains more than 5,000 disaster debris management prospective subcontractors who have contacted Ceres with an interest in subcontracting. More than 1,100 of these subcontractors have worked on Ceres' disaster projects, providing, along with Ceres' owned fleet, more than 7,000 pieces of loading and hauling equipment. While our database of qualified subcontractors is very large, it is our intention to select from a more regionally based group and have established for the Hidalgo County four unique response regions. These are based on relative distance from your area and use straight-line miles and/or drive time to establish which region each state of potential subcontractors belongs in.

The information in the table that follows is taken directly from our subcontractor database, showing the home state of operation and numbers of subcontractors by the approximate drive times to Hidalgo County. A list of potential local and State of Texas subcontractors is included in proposal **Section 4.J**. Ceres can provide a listing of the Region 1-4 subcontractors by name and location upon request.

Response Region 1: 240 straight-line miles or 6-8 hours driving time			
Arkansas	121	**Louisiana**	910
Texas	568		
Subtotal of firms within 6-8 hours driving time = 1,599			
Response Region 2: 360 straight-line miles or 8-10 hours driving time			
Mississippi	145	**Oklahoma**	70
Subtotal of firms within 8-10 hours driving time = 215			

Response Region 3: 600 straight-line miles or 10-14 hours driving time			
Alabama	254	**Florida**	670
Georgia	225	**Missouri**	155
Tennessee	120		
Subtotal of firms within 10-14 hours driving time = 1,424			
Total Number of Subcontractors Within One Days Driving Time = 3,238			
Response Region 4: greater than 600 straight-line miles or more than 14 hours driving time			
Arizona	31	**Colorado**	52
Delaware	13	**Illinois**	112
Indiana	68	**Iowa**	30
Kansas	40	**Kentucky**	76
Maryland	62	**Michigan**	143
Minnesota	170	**Nebraska**	17
New Jersey	60	**New Mexico**	12
North Carolina	184	**Ohio**	130
Pennsylvania	90	**South Carolina**	97
Utah	9	**Virginia**	121
West Virginia	17	**Wisconsin**	66
Subtotal of firms greater than 14 hours driving time = 1,600			
Total Number of Subcontractors Within Two Days Driving Time = 4,838			

Ceres Subcontract Manager and Duties

The Ceres Subcontract Manager is:

Tia Laurie
Subcontract Manager
Ceres Environmental Services, Inc.
6968 Professional Parkway E
Sarasota, FL 34240
(800) 218-4424
tia.laurie@ceresenv.com

Ms. Laurie's responsibilities include:

- Identification, development, and maintenance of source lists of small, small disadvantaged and women-owned small business concerns. Verifying the list of subcontract entities, or database, is properly maintained.
- Develop outreach programs through advertising; broadcast fax solicitations; networking with local and national organizations such as AGC, applicable trade unions, Chambers of Commerce etc.
- Ensuring the inclusion of targeted business concerns in all solicitations for services or products; and ensuring that all solicitations are structured to permit the maximum possible participation by targeted concerns.
- Ensuring that certain solicitations or sources sought are restricted to SDB concerns (competitive basis).
- Ensuring the establishment and maintenance of records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by targeted enterprises.
- Ensuring the preparation and submittal of all compliance reports.
- Maintaining records and measuring performance against established goals.
- Advise, train, and foster project management personnel on the purposes of the SB Subcontracting Program.
- To ensure any provided study or reports are formatted in a manner compliant with the contract or otherwise acceptable to the County.
- Encouraging all employees and subcontractors to attend off-site training courses offered by public and private entities in small business development and small business program goals. Arranging

for the conduct of training for purchasing personnel regarding the intent and impact of Public Law Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 on purchasing procedures.

- Participate in voluntary federal programs which encourage the private sector to use SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.
- Ensuring periodic rotation of potential subcontractors on bidder's lists.
- Identification of other SB concerns when the number of prospective sources is not adequate using the internet or other mass media as a resource.
- Review and approval of SB subcontracting plans submitted by large businesses.
- Maintaining requirements of the prime contract in subcontract agreements. Verification that subcontract agreements contain flow down clauses.
- Prepare and submit semi-annual and annual subcontracting reports.
- Reporting progress in achieving goals under this program to senior level management.
- *Implementation of an "in-reach" program that provides targeted businesses access to project* managers and key personnel.

Methods Used To Develop and Achieve Subcontracting Goals

Ceres will use a minimum of one subcontract manager and/or specialists in the execution of this contract. All personnel are familiar with and recognize Ceres' commitment to Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 and Public Law. Ceres will conduct internal training seminars and workshops to assure staff compliance with requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

In addition to technical and field work subcontracted in association with this contract, buyers will make every effort to identify and use SBs, SDBs, HBCUs, and MIs for supplies and services, including office and temporary housing service, cleaning and supplies, housekeeping services, laboratory supplies and services, safeguarding and security services, and other supplies and services not typically identified for subcontract opportunities to targeted firms. Additionally, large business subcontractors will be counseled on the identification, evaluation, solicitation and utilization of targeted businesses within their scope of services. Historically, principal items or areas we have identified for subcontract opportunities to SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones under these similar contracts include:

- Trucking and Hauling
- POL Products
- Nursery and Landscape Products and Services
- Sand and Aggregate
- Field vehicle supply, parts and service/maintenance
- Labor housing (tent and food service supply)
- Portable Toilet supply and service
- Office and temporary housing service, cleaning and supplies
- Office and clerical support staff
- General Laborers
- Parts, fuel, maintenance, and related equipment service
- Heavy Equipment Rental/Lease concerns
- Specialty services such as, but not limited to: sewer cleaning services, solid waste hauling, and recycling, tree removal and trimming, and demolition.

Through the application of Ceres' proven capabilities relative to technical performance and contract administration, it is our intent that the Owner be provided with the highest level of performance while still achieving our participation goals and capturing opportunities for these businesses while acquiring an expanded base of qualified small businesses; obtaining more competitive pricing on procurement opportunities resulting in cost savings; and achieving an increase in small business program goal accomplishments.

Achievement of these goals will be realized through the application of the following functions and activities:

- Identification and maintenance of a qualified potential Internal Subcontractor Database, which includes business status within each level of Government.
- Developing and maintaining bidder's lists for each new project of SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones from all possible resources to include but certainly not limited to the Internal Database.
- Identification of all federal, state, and local Government and private associations/coalitions for targeted businesses.
- Solicit, counsel, and discuss subcontracting opportunities with representatives of targeted business firms, and encourage certification of these firms prior to commencement of work.
- Provide assistance to business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Ensuring that procurement packages are designed to permit the maximum possible participation.
- Ensure that SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones concerns have an equitable opportunity to compete for subcontracts, and that other subcontracts and services are identified that will be restricted to competitive SDB bids. Identification of subcontracts for restricted competitive bid should consider all potential services and supplies and not only those traditionally awarded to SB or SDB firms. See also DFARS 219.705-4(d).
- Provide internal motivational training to encourage purchasing and contract administration personnel to meet or exceed these goals.
- Provide assistance to potential subcontractors in completing the Central Contractor Registration
- Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status for the purpose of obtaining a subcontract intended to be included as part or all of a goal contained within this subcontracting plan.
- Conduct reviews of subcontractor performance, providing feedback to SB and SDB firms relative to competency, abilities, experience and capacity and provide technical assistance to any firms as appropriate, based on the outcome of the review. This review may be done prior to award or at any time post-award, but must be completed prior to completion of any awarded work. Reviews may not be conducted for those firms with whom Ceres has had a prior working relationship and who have already demonstrated appropriate competency, ability and capacity to perform the required work or service. Ceres also makes every effort to establish long-term working relationships with SBs and SDBs to include long-range project plans (e.g. joint ventures, teaming agreements, etc).
- Submit the required reports and documentation of all efforts used to identify and solicit targeted business concerns.
- Participate and cooperate in any studies or surveys that may be requested by the Owner or other agencies.

Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

It is the policy of Ceres and its agents, hereinafter referred to as "contractor" or "contractor plan," to hire small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Ceres agrees to carry out this policy in awarding to subcontractors, to the fullest extent possible, consistent with the efficient performance of this agreement and its options. Ceres agrees to cooperate in any studies or surveys that may be conducted by the County as may be necessary to determine the extent of Ceres' compliance with this clause.

As used in this plan, the term "small business concern" (SB) will mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" (SDB) will mean a business concern:

1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and
2) Whose management and daily business operations are controlled by one or more such individuals.

Ceres will presume that socially and economically disadvantaged individuals include Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any individual found to be disadvantaged by the Administration pursuant to 8(a) of the Small Business Act.

Records and Source Documents

The types of records maintained and procedures adopted to demonstrate compliance with the requirements and goals of the Small Business Subcontracting Plan include:

Source Lists The following source lists for targeted firms are representative and are not intended to be construed as sole sources of this information. Ceres is making every effort to identify, log, and procure the necessary contractor data to allow for the fair and equitable participation in this contract. The following listings are provided as an immediate source of contractors that qualify as SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones:

- SBA Dynamic Small Business Search
- List of Federally Registered Contractors for Contractor Compliance
- American Business Information Business USA
- List of Minority Businesses Councils
- Business Development Agencies
- DOD Subcontracting Directory
- Department of the Treasury, Small Business Subcontracting Opportunities
- Small Business Administration, Subcontracting Opportunities Directory
- State and Regional SBA Resources
- National Minority Purchasing Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for SB, VO, SDVO, HUBZone SB, SDB, and WOSB Concerns.
- Dun and Bradstreet Procurement Planning Directory
- Participation in various local, regional, and national SB trade associations and conferences
- Membership in SB organizations, development organizations, and various Government organizations
- SBA Commercial Market Representative (CMR)

Additionally Ceres has contacted city, county and municipal minority business development offices as additional resources to identify SB and SDB firms.

Past Performance

On USACE projects performed by Ceres in Puerto Rico during the 1998 and 1999 hurricane seasons (Hurricane George), 100% of all subcontracting dollars went to locally-based Small and various Disadvantaged Business concerns. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses. While utilizing 1,619 vendors and subcontractors, Ceres exceeded all of its subcontracting goals of USACE contract number W912P8-D-05-0024. During Ceres' the Alabama tornados response in 2011, Ceres used over 80% local and minority subcontractors to complete various projects.

During the performance of the aforementioned contracts, Ceres successfully used several hundred local SB and SDB firms, and was able to exceed the proposed award goals for SB, SDB, WOSB, VO, SDVO, and HUBZone firms. Ceres has completed numerous other Government projects over the course of the past 25 years with successful utilization (meeting or exceeding established goals) of local and other Small Businesses, SDBs, WOSBs, VOs, SDVOs and HUBZone small businesses.

Based on our historically successful contract performance and utilization goals, Ceres anticipates that the completion of work under this contract for Hidalgo County will also be successful in meeting stated goals contained within this plan.

4.J List of Subcontractors

Category Key: SB = Small Business; WOSB = Woman-Owned Small Business; VO = Veteran-Owned Small Business; SDVO = Service Disabled Veteran Owned Small Business; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; HUB = HUB Certified

Local Subcontractors

Service	Company	City	State	Certs
Debris Removal	GV Solid Transportation, Inc.	Alamo	TX	SB
Debris Removal	Roy's Hauling Service	Edinburg	TX	
Debris Removal	Southern Start Transport	Elsa	TX	SB
Debris Removal	Izaguirre Engineering Group LLC	Mission	TX	
Debris Removal	M-5 Texas Enterprises LLC	Weslaco	TX	SB

Texas Subcontractors

Company	City	State	Certs
Custom Residential Paint Contracting, Inc.	Addison	TX	SB
Dons Home Improvements and Building	Adkins	TX	SB
BMJ Excavation	Allen	TX	SB
I2G Resource Group	Allen	TX	SB, WOSB
Extreme Trucking	Alvin	TX	SB
Southern Global Safety Services Inc.	Alvin	TX	SB, WOSB
C & L Affordable Tree Service	Alvord	TX	SB
D's Debris Removal	Alvord	TX	SB
LTL Enterprises Inc.	Anahuac	TX	
True North Construction	Argyle	TX	SB
ARC Intl.	Arlington	TX	SB, SDB
EPCS Environmental LLC	Arlington	TX	SDB
JSW Transport	Arlington	TX	
Noll Computer Systems, Inc.	Arlington	TX	SB
McKnight Construction	Arp	TX	
Christopher Lance Sparks dba C&S Construction	Arthur City	TX	SB, WOSB
Costlow Trucking	Athens	TX	SB
John's Unlimited Tree Service	Athens	TX	SB, WOSB
Quality Construction	Athens	TX	SB
Vault Construction	Athens	TX	
Texas Best Trucking & Excavation, Inc.	Aubrey	TX	SB, SDB, HUB
Alvin Washington Trucking	Austin	TX	SDB, SDVO
ASD Consultants, Inc.	Austin	TX	
Austin Out House	Austin	TX	
Bio-West, Inc.	Austin	TX	
CGI Contractors	Austin	TX	
Gatewood Construction, LP	Austin	TX	SB, WOSB, SDB
GPSI, Inc.	Austin	TX	HUB
Heritage Contractors	Austin	TX	SB, WOSB, SDB
Rose Heard Enterprises, Inc.	Austin	TX	
Sundance Canyon Construction	Austin	TX	
Texas Disposal Systems	Austin	TX	
Texas Specialties Construction Corp.	Austin	TX	SB
A & J Bobcat Service, LLC	Azle	TX	SB,VO,
Michael Keys LLC	Azle	TX	

Company	City	State	Certs
PC Construction Services	Azle	TX	SDB
Cletis Johnson Grading & Hauling, LLC	Balch Springs	TX	SB
Bandera Dozer Services	Bandera	TX	SB, WOSB, HUB zone, TX DBE
Terra Excavating Service	Bastrop	TX	SB, WOSB
Liberty Roofing Ent., Inc.	Batonville	TX	SB, WOSB
Gary's Trucking	Bay City	TX	SB
AC Supply, Inc.	Baytown	TX	SB
C & M Construction & Disposal	Baytown	TX	SB
Prowaste, Inc.	Baytown	TX	
St. Clair Services Inc.	Baytown	TX	SB
We-Approach LLC	Baytown	TX	SB,VO,
We-Approach Safety	Baytown	TX	SB, WOSB, SDB, HUB
Apollo Environmental Strategies, Inc.	Beaumont	TX	SB
Global Disaster & Global Energy	Beaumont	TX	SB, SDB
Hardy Contractors	Beaumont	TX	
J & K Construction	Beaumont	TX	
LEAP Engineering, Inc.	Beaumont	TX	SDB, HUB
Mire Trucking	Beaumont	TX	TX HUB
T.B. Transport Services LLC	Beaumont	TX	WOSB
Texas Coastal Recovery Corporation	Beaumont	TX	SB, VO
Black's Point Lawn and Tree Service	Beeville	TX	WO,
Brush Solutions LLC	Belton	TX	
H & H Construction	Belton	TX	SB
DJ Contracting, LLC	Ben Wheeler	TX	
PRICE CONSTRUCTION, LTD	Big Spring	TX	SB
Treeco inc	Bloomburg	TX	SB
Triple S	Blooming Grove	TX	SB
Chapman Communications	Blosson	TX	SB, WOSB, HUB
Cedar Eaters of Texas	Boerne	TX	
Ceres 2	Boling	TX	SB, WOSB
ABC Demolition	Bonham	TX	SB, HUB
MW Banks dba MBA Services	Borger	TX	
L & L Septic Systems	Brazoria	TX	SB
Out of the Ordinary Remodeling	Brazoria	TX	SB
Cedar Xpress	Breckenridge	TX	SB, WOSB
Green Enterprises, LLC	Brenham	TX	SB
Contour Landscapes	Brookshire	TX	
Red River Company	Brookside	TX	SB, WOSB
Flying H Safety Supplies and Training	Brownfield	TX	
Link Staffing Services	Brownsville	TX	
Slick Machines	Brownwood	TX	SB,VO,
Az Trucking Llc	Bryan	TX	TX HUB
Butler Trucking	Bryan	TX	SB
Pee Jay's Hauling	Bryan	TX	SB
TSTO, Ltd.	Bryan	TX	
Central Texas	Bulverde	TX	SB
Geosource, Inc.	Bulverde	TX	SB

Company	City	State	Certs
Cherry Logging, Inc.	Buna	TX	SDB, HUB
CDAWLS Unlimited, Inc.	Burleson	TX	SB
U.S. Underwater Services, LP	Burleson	TX	SB
Woolery Construction	Burleson	TX	SDB
5H Trucking And Debris Removal	Burnet	TX	SDVO
Billings Enterprises	Burnet	TX	
Lone Star Lawn & Landscape	Caddo mills	TX	
MSW Trucking, Inc.	Cameron	TX	SB
Aqua Tech	Canutillo	TX	SB
H-H	Canyon	TX	
Daltex Mechanical	Carrollton	TX	SB, WOSB
Lone Star	Carrollton	TX	
Lone Star Service	Carrollton	TX	SB
MSM Restoration and Construction LLC	Carrollton	TX	SB,
Presidio Roofing	Carrollton	TX	SB
Imperial Clean Up	Carthage	TX	SB, WOSB, SDVO
Capstone Builders, Inc.	Cedar Creek	TX	
Not A Company	cedar park	TX	SDB, HUB
Williamson Land Development	Cedar Park	TX	SB
AeRooke Services, LLC	Celina	TX	
Goodwin Roof Service, LLC	Center	TX	
Long Branch Construction, LLC	Center	TX	HUB , VO, SDVO
Perry's Disaster Cleanup	Center	TX	SB,HUB Zone ,
TMB Freedom Contracting Service LLC	Channelview	TX	
New Heights Tree Service, Inc.	China Grove	TX	
TexasTree and Landscape, LTD	China Spring	TX	WOSB
Garden Rust	Cisco	TX	SB
AAA Land Service	Cleveland	TX	SB
B & B Logging Co., Inc.	Cleveland	TX	
Coastal Right-Of-Way Service Co,. Inc.	Cleveland	TX	
PiratesMaterials	Cleveland	TX	SB
Portman Dirt Works	Clifton	TX	SB
Homeworks	College Station	TX	TX HUB
TDT Trucking	College Station	TX	WO,
Hennigan Junk Removal & Hauling, LLC Dba JDog Junk Removal & Hauling	Colleyville	TX	Other
Perry Construction Company	Colleyville	TX	SB
Adcorp LLC	Conroe	TX	SB
CL Star Homes	Conroe	TX	
Cut N Shoot, Inc.	Conroe	TX	SB
Gordon Construction	Conroe	TX	SB
HTMS Inc	Conroe	TX	TX HUB
Lewis Environmental Drilling, Inc.	Conroe	TX	
Spencer A Olson Trucking LLC	Conroe	TX	SB
G. Morrison Excavating	Converse	TX	SB, WOSB, VO
Old Fashion Carpentry, LLC	Converse	TX	SB, SDB
Reed Services	Cooper	TX	SB, WOSB
Mazz Global Recruitment Services	Copperas Cove	TX	

Company	City	State	Certs
Big Branch Transport	Corpus Christi	TX	SB, VO, SDVO
Camacho Recycling	Corpus Christi	TX	SB
Fox Nursery	Corpus Christi	TX	SB, VO
DBA GWP Backhoe Services	Corsicana	TX	SB
Bailey's Auto Center	Crockett	TX	
Millennium Project Solutions, Inc.	Crosby	TX	WOSB, HUB
Peninsula Sanitation Service, Inc.	Crystal Beach	TX	SB, WOSB, SDB
All Seasons Construction and Landscape	Cypress	TX	WOSB
Contractor's Source, Inc.	Cypress	TX	SB
DJ Construction Services	Cypress	TX	SB, VO
J.D.'s Demolition	Cypress	TX	
Roy Moffitt Customized Fueling	Cypress	TX	SB
Rustic Cowboy	Daingerfield	TX	SB, VO
AGPower Field Processing	Dallas	TX	SB, VO, SDVO
AMX Veterans Specialty Services, LLC	Dallas	TX	
Big Bird Tree Service, Inc.	Dallas	TX	SB, SDB
Concrete Constructors	Dallas	TX	SB, SDB, HUB
DFW Maintenance & Disposal Company	Dallas	TX	
DZ Technologies, Inc.	Dallas	TX	SB, WOSB, SDB, HUB
Enterprise Staffing Agency	Dallas	TX	SB
Hansboro Grinding and Demolition, Inc.	Dallas	TX	SB
HB Trash Contractors	Dallas	TX	SB, SDB
Height Enterprises	Dallas	TX	SB
High Quality Landscape Services	Dallas	TX	SB
IJAR, Inc.	Dallas	TX	SB, SDB, HUB , VO
IPM, Inc.	Dallas	TX	SB
McKenzie Trucking	Dallas	TX	SB
Moore Disposal Corporation	Dallas	TX	SB
North American Paving, Inc.	Dallas	TX	VOSDV
On Guard Veteran Services - OGVS LLC	Dallas	TX	
Orr Contractors	Dallas	TX	SB
Paragon Custom Homes L.P.	Dallas	TX	
SET Environmental, Inc.	Dallas	TX	SB, SDB
Tekno Solutions	Dallas	TX	SB, WOSB
Trashking	Dallas	TX	SB
Webtransportation	Dallas	TX	SB
ALPHA 7	De Leon	TX	SB
Chaseco	Decatur	TX	SB,
Rapid Enviromental Services Llc	Deer Park	TX	SB, WOSB, SDB
B & J Services	DeKalb	TX	SB
90 West Contractors, LTD.	Del Rio	TX	
Hulcher Services, Inc.	Denton	TX	SB,VO,
PALOMAR MODULAR BUILDINGS LLC	Desoto	TX	SB, SDB
Sherfield Construction	Desoto	TX	SB
TrueBilt Construction Services	Devine	TX	SB
SANFORD Dirt Work And Land Clearing	Diboll	TX	SB, WOSB, SDB
A.C.W. Contractors	Dickinson	TX	HUB
Prizm Environmental Inc.	Dickinson	TX	SB

Company	City	State	Certs
Precision Disaster Services, LP	Driftwood	TX	
Weigelt Enterprises	Dripping Spring	TX	SDB, HUB
Gilberts Industrial Service	Dumas	TX	SB
D Construction Services	Duncanville	TX	SB, WOSB, SDB
Reliable Contractors	Duncanville	TX	SB, WOSB, SDB
Trash Patrol	Duncanville	TX	
M & M Trans	Eagle Lake	TX	SB
Ronnie D. Barton LLC	Eastland	TX	
ONS 21 Security Services, LLC	Edgewood	TX	SB
American Personal Services	El Paso	TX	SB
Environmental Disaster Recovery Services	El Paso	TX	SB, SDB
Rick's Stripe-A-Lot	El Paso	TX	
Southwest Charter Lines	El Paso	TX	SB,
A,E&C Brothers Trucking, Inc.	Elgin	TX	SB
Ellis Construction	Elkhart	TX	
All Pro Services	Emory	TX	SB
J & R Dirtwork	Ennis	TX	SB
KCM Farms	Eustace	TX	SB
JT Dozer Service	Floresville	TX	
5 J Construction, LLC	Fort Worth	TX	SB
Absolute Concrete Designs	Fort Worth	TX	SB
Alamar Construction, LLC	Fort Worth	TX	
ASAP General Contractors, LLC	Fort Worth	TX	SB, WOSB, SDVO
Barber Debris Clean Up	Fort Worth	TX	SB
Best Used Trucks	Fort Worth	TX	
C.H, Robinson Worldwide, Inc.	Fort Worth	TX	SB
Complete Safety Services, Inc.	Fort Worth	TX	SB
Confederate Plumbing	Fort Worth	TX	
D. Evans Trucking, Inc.	Fort Worth	TX	SDVO
Dauterman Engineering	Fort Worth	TX	SB
Fritchen's Landscaping, Inc.	Fort Worth	TX	SB, VO
Hoppenrath Construction	Fort Worth	TX	SDB
J's Contracting	Fort Worth	TX	SB,WO,
KEE Concrete And Construction, Inc.	Fort Worth	TX	SB
Kelley's Construction	Fort Worth	TX	SB
Rio Design Group Inc.	Fort Worth	TX	SB
Royal Logistics, Inc.	Fort Worth	TX	SB
Storm Master, Inc.	Fort Worth	TX	
TJS Solutions	Fort Worth	TX	
Weaver Woodworks	Fort Worth	TX	SB
Bokhem Services Ltd	Fort Worth	TX	WOSB
RW INC.	Franklin	TX	SB
Frisbie & Edwards, LLC	Fredericksburg	TX	
Loamtech	Fredericksburg	TX	SB,
Loamtech	Fredericksburg	TX	SB,HUB Zone ,
Vernor Material and Equipment	Freeport	TX	
Lichtco Constuction	Freer	TX	SB,WO,SDB,HUB Zone ,8(a),
FAS Industries LLC	Fresno	TX	SB

Company	City	State	Certs
Trinity Freight Services, LLC	Fresno	TX	
Quercus Investments	Friendswood	TX	
TCS, LLC	Friendswood	TX	SDB
Alga Transport	Frisco	TX	WOSB
GVH, Inc.	Frisco	TX	
Rodman Companies	Frisco	TX	SB
Joey Wright Demolition	Fulton	TX	SB, SDB
Ben Smith Tree Care	Gainesville	TX	SB, WOSB
Sevills Bend Materials	Gainesville	TX	
Helping Hand	Galveston	TX	SDB
Lamson Construction	Galveston	TX	
Malin International Ship Repair & Drydock, Inc.	Galveston	TX	
Rebirth Recovery	Galveston	TX	SB
Rismiller Construction Inc.	Galveston	TX	SB, WOSB
A+Services/A+Drain Express	Garland	TX	SB
Bulldog Logistics, SED LLC	Garland	TX	SB, SDB, HUB
J. Higgins Trucking, Inc.	Garland	TX	
Morgan Building Systems (Temp Housing)	Garland	TX	SB
Prism Electric, Inc.	Garland	TX	SB
Raider Express	Garland	TX	SB, WOB
Gold Star Contracting	Garland	TX	SB
Dewain Farris	Gatesville	TX	SB
Floyd Construction	Gatesville	TX	SB,WO,
Champion Infrastructure LLC	Georgetown	TX	
Ceres 16	Giddings	TX	
Crees Environmental	Giddings	TX	SB
PJM Construction	Gilmer	TX	SB
Kbar Trucking	Glen Rose	TX	SB
Jagged Edge Right of Way & Tree Service dba J&L right of Way & Tree Service	Golden	TX	SB
Blue's Dirt Works	Gordon	TX	SB
James Shubert Trucking	Graham	TX	
BKR Contractors Corp	Granbury	TX	SB
North Texas Coring, Inc.	Granbury	TX	
Smart Tree Solutions, Inc.	Grand Prairie	TX	SB
Granutech-Saturn Systems	Grand Prairie	TX	SB
Mustang Services	Grand Saline	TX	
Patriot Pressure Cleaning	Grandview	TX	
Granger Lumber Company	Granger	TX	SB,
Durango Enterprises	Grapeland	TX	SDVO
DVE Management, Inc.	Greenville	TX	SB
Stromberg	Greenville	TX	SB,
Leathered Wood LLC	Groveton	TX	
Fugett Enterprises	Gunter	TX	SB
Smith properties	Harker Heights	TX	WOSB
Unlimtied Excavating LLC.	Harleton	TX	SB, SDB
Chemical Response & Remediation Contractors, Inc.	Harlingen	TX	SB

Company	City	State	Certs
Big G Dozer Service	Harwood	TX	SB
Crossdiamond	Hawley	TX	SB
Fulfer	Helotes	TX	SB
Big 4, Inc.	Hemphill	TX	SB, WOSB, HUB, VO
God's Country Construction, LLC	Hemphill	TX	
Hall's Trees & Service	Hempstead	TX	SB
Gloede Trucking	Henderson	TX	SB
Hardy Construction	Henderson	TX	SB, WOSB, SDB, HUB
Marquez & Sons	Hereford	TX	SB, SDB, VO, SDVO
Complete Contracting	Highland Village	TX	sole_proprietorship
Pro Works	Highlands	TX	SB
Bobcat Contracting, LLC	Hillsboro	TX	SB,
Ice Company Of Texas	Hillsboro	TX	WOSB
RLN Industries, Inc.	Hitchcock	TX	SB
James Bonds Custom Land Clearing	Hockley	TX	
TLC Trucking & Contracting, Inc.	Hockley	TX	SB, WOB, SDB, TXDOT, Minority, DBE, SLDBE, GDGT
216 Resources Inc	Houston	TX	SB
A.O. Phillips & Associates	Houston	TX	SB
AAR, Incorporated	Houston	TX	SB,VO,
Absolute Debris	Houston	TX	
Accutest Laboratories	Houston	TX	SB
Afras USA	Houston	TX	SB, WOSB, SDB
AGS Consultants Surveyors	Houston	TX	SB, HUB
All American Consulting Group	Houston	TX	SB,WO,
Altrax, LLC	Houston	TX	SB,WO,
Arc Angel Logistics	Houston	TX	SB,WO,
Archie Consulting Group	Houston	TX	corporation
Atlas Universal Roofing	Houston	TX	SDB
B Smith Contractor, Inc.	Houston	TX	SB
Barba Trucking	Houston	TX	
Basic Industries, Inc.	Houston	TX	
Big Four Building Services, Inc.	Houston	TX	SB,
Blue Collar Home Serivces-DBA Junk Rockers	Houston	TX	SB, WOSB
Borco, LLC	Houston	TX	SB
Bright Lights Transport	HOUSTON	TX	SB, SDB
C.M. Nunez Trucking Co.	Houston	TX	SB, VO
C-Barb and Conley	Houston	TX	
Century Services	Houston	TX	
Ceres	Houston	TX	SDVO
Ceres 10	Houston	TX	
Ceres 3	Houston	TX	
Ceres 4	Houston	TX	SB
Charlie's Concrete Pumping	Houston	TX	
Cherry Demolition	Houston	TX	
Cherry Moving Co., dba Cherry Demolition	Houston	TX	SB
Columbia Environmental Services, Inc.	Houston	TX	SB, WOSB

Company	City	State	Certs
Come On With It	Houston	TX	SB, WO
Compulsory Cleanup	Houston	TX	
Construction	Houston	TX	SB, SDB, VOSDV
CPHP VENTURES LLC	Houston	TX	SB,
CST DEMOLITION LLC	Houston	TX	SB, WOSB
DBG Interests	Houston	TX	SB, WOSB
Dee's Ultimate Service	Houston	TX	
Delberts Trucking	Houston	TX	SDB
Demolition & Construction Services	Houston	TX	SB,
DJ21	Houston	TX	SB
DLA Consulting	Houston	TX	SB, SDB, SDVO
DNA Trucking, Inc.	Houston	TX	SB
Dump Trucks of Houston	Houston	TX	
E2 Effective Environmental	Houston	TX	SB,SDB,HUB Zone ,8(a),VO
EDS Tech	Houston	TX	SB, SDB
EKenDo, LLC	Houston	TX	SB
Environmental Rehabilitation	Houston	TX	SB
F W Walton, Inc.	Houston	TX	SB
F.O. Services	Houston	TX	SB,SDB,HUB Zone ,VO
Fercan Enterprises, LLC	Houston	TX	
Firehorse Procurement & Logistics, LLC	Houston	TX	SB
Four Points General Construction, Inc.	Houston	TX	
Freeman Family Trucking	Houston	TX	
Friendly Transportation	Houston	TX	SB, SDB, VO, SDVO
Garry Struthers Associates, Inc.	Houston	TX	SB,
GK MECHANICAL INC	Houston	TX	HUB
Global International Construction, Inc.	Houston	TX	SB
Grant Mackay Demolition	Houston	TX	
Group Q Engineers	Houston	TX	SB, WOSB, HUB,8a, VOSB
Hallmark Group	Houston	TX	SB,
Haul Pros USA	Houston	TX	
Henderson Welding and Fabrication	Houston	TX	WOB
Houston Driveway	Houston	TX	SB, HUB Zone
Hyco Recovery Clean Up	Houston	TX	SB
I.K. Hofmann USA, Inc.	Houston	TX	SB
Independent Contractor	Houston	TX	SB
INTEGRITY TRUCKLINE LLC	Houston	TX	SB, VO
J & B Hauling	Houston	TX	SB, SDB, VO
J & S Trash Services, Inc.	Houston	TX	SB,
JJ Construction Clean-up & Demolition	Houston	TX	SB, WOSB, SDB
Johnson Transportation Co.	Houston	TX	SB
Jose Garcia	Houston	TX	
JTB Services, Inc.	Houston	TX	SB
Kojac Trucking Co.	Houston	TX	
L & M Development	Houston	TX	
LandPRO, Inc.	Houston	TX	
Legacee Environmental	Houston	TX	SB, WOSB, SDB
LHE, LLC	Houston	TX	

Company	City	State	Certs
LMobley Construction	Houston	TX	SB, SDB, HUB
Lone Star General Services	Houston	TX	SB
Lucky Point Int'l Logistics, Inc.	Houston	TX	
Mack-Lyn Construction	Houston	TX	SB
Main Lane Industries, Ltd.	Houston	TX	SB, WOSB
Maxwell & Banks Services	Houston	TX	TX HUB, MBE
Merit Environmental	Houston	TX	
Milos Construction	Houston	TX	SB, WOB
Milton Motors	Houston	TX	SB, SDB, HUB
Mobley Concrete Construction	Houston	TX	SB, WOSB
Montgomery DC	Houston	TX	SB
Morris Excavation	Houston	TX	SB, SDB
Morrison Horticultural Services	Houston	TX	WOSB
Mujahid Business, Inc. (MBI)	Houston	TX	
New Masada Environmental LLC	Houston	TX	SB, WOSB, SDB, VOSb, SDVOSB
Original DKC Enterprises LLC	Houston	TX	
Outside Plant Services	Houston	TX	SB,
Pacific Excavations	Houston	TX	
Phoenix Disaster Recovery, LLC	Houston	TX	
Precision Land Clearing, Inc	Houston	TX	SB
Prestige Scrap & Metal Inc	Houston	TX	SB,SDB,HUB Zone ,
Professional Cleaning & Maintenance Services	Houston	TX	SB, SDB, HUB,
Q Recycling & Construction Services Inc.	Houston	TX	SB
Reyes Bros. Construction	Houston	TX	SB,
Rufus Tree Inc.	Houston	TX	SB, SDB
Seek Production, LLC	Houston	TX	TX WBE, DBE, HUB, LA DOT DBE
Separation Systems Consultants	Houston	TX	SB
Shark Trucking	Houston	TX	
SnapTemps Staffing Inc	Houston	TX	SB,WO,
SnapTemps Staffing, LLC.	Houston	TX	
Southern Customs, Inc.	Houston	TX	SB
Spec's	Houston	TX	VO,SDV
Stone Mountain	Houston	TX	
Strongarm Trucking company	Houston	TX	SB, WOSB
STSI, LLC	Houston	TX	
Sullivan Land Services, LLC NOW DRC	Houston	TX	SB
Sun Packing, Inc.	Houston	TX	TX HUB
Surveying and Mapping, Inc	Houston	TX	SB,SDB, HUB
TCB Services	Houston	TX	SB, SDB, HUB, VOSB
Tenney Brick & Concrete Co., Inc	Houston	TX	
The Ashley Group	Houston	TX	
The Good Guys Harvey Clean Up	Houston	TX	SB
The Houston Launch Pad	Houston	TX	SB
Third Coast Works Inc.	Houston	TX	SB, SDB, 8a, TX HUB
TLC Engineering, Inc	Houston	TX	
Top's Contractor Services	Houston	TX	SB

Company	City	State	Certs
Torres Dumptruck Serv.	Houston	TX	SB,
Transoceanic Projects & Development Co. Inc.	Houston	TX	SB, SDB
Udell & Associates	Houston	TX	
Vitela Investments,LLC	Houston	TX	
W T Byler Co	Houston	TX	SB,
Wattell Tractor Service	Houston	TX	
Westheimer Tree Express	Houston	TX	SB, WOSB, SDB, 8a, TX HUB
Windrose Land Services	Houston	TX	SB,HUB Zone ,
WWF Debris Removal, LLC	Houston	TX	
JJJK Enterprise	Huffman	TX	
JMJ Organics, Ltd	Huffman	TX	SB, SDVO
ShaBuck Construction	Hughes Springs	TX	SB,WO,SDB,
Aggressive Waste Disposal	Humble	TX	SB
B & B Lincoln Hauling & Construction	Humble	TX	
Bill Houston Concrete Construction	Humble	TX	SB,
Cisneros Project LLC	Humble	TX	
Corder Enterprises, LLC	Humble	TX	SB,HUB Zone ,
CST Connections	Humble	TX	SB
Electrical Power Solutions, Ltd.	Humble	TX	SB,SDB,VO,
PL Consultants, LLC	Humble	TX	SB, WOB, VO
Simply Smart Solutions,LLC	Humble	TX	
Versabucket, LLC	Humble	TX	SB,
VersaBucket,LLC	Humble	TX	
Modisette Services LLC	Huntington	TX	SB,
BNT Services LLC	Huntsville	TX	SB, WOSB
B-N-T Services, LLC	Huntsville	TX	SB,
Pryor's Services	Hurst	TX	
Royal Restorations LLC	Hurst	TX	
Aguilar Transporting	Ingleside	TX	SB
JQM Management & Consulting, Inc.	Irving	TX	SB
Timber Ridge Outdoor Solutions	Jacksboro	TX	SB
D. Smith Skid Steer Service	Jacksonville	TX	WOSB
L & L	Jacksonville	TX	
Indian Creek Resource Management, LLC	Jasper	TX	SB
DewTrucking	Joshua	TX	
Phillips Industries	Junction	TX	
Comex Environmental	Katy	TX	
Cotton Commerical Cottonwood Debris Co.	Katy	TX	SB
FC Services	Katy	TX	SB,8(a),
Gap Engineering	Katy	TX	SB
Green Cares Lawn Care	Katy	TX	SB,WO,
Jolly Homes And Construction	Katy	TX	SB
K & S Transport	Katy	TX	
KNQ Seven Star Trucking LLC	Katy	TX	
Satellite Janitorial Co., Inc.	Katy	TX	SB, VO, SDVO
Stallion Trucking	Katy	TX	SB, WOSB, SDB, VO, SDVO
M/E Fulton Construction, Inc.	Keller	TX	SB

Company	City	State	Certs
WT Excavating	Kempner	TX	SB
Overman Tree Service	Kilgore	TX	
Zipco Int'l	Kilgore	TX	SB, WOSB, SDB
Choice Trucking, LLC	Killeen	TX	SB,SDB,
Wall To Wall Construction, Llc	Killeen	TX	SB, SDB
Down South Services	Kingwood	TX	SB
Hurtex Contracting Co.	Kingwood	TX	SBE
Tribe Environmental Services, Inc.	Kingwood	TX	SB
Oliver and Son Contracting	Knox City	TX	SB
A-1 Truck Service	La Feria	TX	SB
Jsl Demo	La Marque	TX	SB
Silva Enterprises	La Marque	TX	SB
Anderson Pollution Control, Inc.	La Porte	TX	SB
M&M Protection	La Porte	TX	
M&M Protection	La Porte	TX	SB
Mike's Tree Service	La Porte	TX	
Refrigerated Container Systems, Inc.	La Porte	TX	SB
South East Tree	La Porte	TX	
David Bloemer Construction	La Vernia	TX	SB
Gila Construction, Inc.	Lago Vista	TX	
4-D USA, Inc.	Lake Dallas	TX	SB, SDB
Western Regional Maintenance	Lampasas	TX	SB
Genalite, LLC	Laneville	TX	SB
M & M Protection	LaPorte	TX	SB
B.B. Enterprise	League City	TX	
Bill Walther Construction	League City	TX	SB, SDB, VO, SDV
TMG INDUSTRIAL INC	League City	TX	SB,WO,
TMG Industrial Inc.	League City	TX	SB, VO
TSI SERVICES,LLC	League City	TX	SB, SDB, VO, SDVO
GSE Construction Services	Leander	TX	
TFR Enterprises Inc.	Leander	TX	
A.J.'s Trucking, Inc.	Leming	TX	SB,WO,
Top Gun Top Dog Inc	Leonard	TX	SB, VO
DEBCO Trash Hauling and Demolition	Lewisville	TX	SB, HUB
Boettcher Construction Services, Inc.	Lexington	TX	WO,
B&B Debris Removal LLC	Liberty	TX	
Liberty Inspection	Liberty	TX	SB, WOSB
Brady Environmental Services, Inc.	Lindale	TX	SB
Craig's Dirt Service	Lindale	TX	SB
Jerris Duncan Company	Lindale	TX	SB
Womack Construction	Lindale	TX	SB
Lawman Construction	Lipan	TX	
Alternative Brush Clearing	Livingston	TX	SB, VO
Bill's Dirt Works	Lolita	TX	SB
CharJo Construction	Longview	TX	SB,WO,
Home Automation	Longview	TX	SB, SDB,TX HUB (1900386225700)
Horn's Crew Trucking	Longview	TX	SB, VO

Company	City	State	Certs
MCS Development	Longview	TX	SB,
Mow Better	Longview	TX	SB,
Redline Transport & Services	Longview	TX	
Welch Excavation and Utility Co.	Longview	TX	
1800junkmax; LLC	Lubbock	TX	WOSB, SDVO
Diamond L	Lubbock	TX	SB, SDB, VO, SDVO
Drop Time LLC	Lubbock	TX	SB
ProTech	Lubbock	TX	
US Diversified Services Ltd.	Lubbock	TX	SB
49 Investments, LLC (dba) Barrett Trucking	Lufkin	TX	
Just Us	Lufkin	TX	
Ultra Lane, Ltd.	Lufkin	TX	SB
Construction.	Madisonville	TX	SB
D & D Dozer	Madisonville	TX	SB, Hub Zone
L Dunn & Company	Malakoff	TX	SB
L. Dunn & Company	Malakoff	TX	VO
Olmos Abatement, Inc.	Manor	TX	SDB
M & J Outdoor Solutions	Mansfield	TX	SB
Repair Experts	Mansfield	TX	SB,WO,SDB,HUB Zone
K Bar Ag Services, LLC	Mason	TX	SB
Colmenero Brothers	Mathis	TX	corporation
King & Bland General Contractors, Inc.	Mauriceville	TX	SB, 8a SDB, VO
Icon Construction, Inc.	McKinney	TX	SB, WOSB, SDB
One Step Up Home Contractor Services LLC	McKinney	TX	SB, TX HUB, SDVO
Premier Building Maintenance Inc.	McKinney	TX	SB, WOSB
Remington Trucking Inc.	Mesquite	TX	SB
Chambers Tractor Service	Midland	TX	
Expert One Service	Midland	TX	
James Thomas, Co.	Midland	TX	SB, VO
TreeTex	Midland	TX	WOB
Gideon Services	Midway	TX	SB
John Webb Trucking and Equipment	Milam	TX	SB
Fowler Construction	Mineola	TX	SB, WOSB, SDB
ALJUCAR LLC| Saturn V Alliance	Missouri City	TX	SB,SDB,HUB Zone ,8(a),VO,
ATViroTech Inc	Missouri City	TX	SB
Brown's Construction Services	Missouri City	TX	
Chaffer Janitorial Services	Missouri City	TX	
Deavers Engineering	Missouri City	TX	SB, Minority
DEJA Enterprise	Missouri City	TX	
G & G Enterprises	Missouri City	TX	SB, VOSB
JAS Management Services	Missouri City	TX	SB,
LARTOM INC.	Missouri city	TX	
MDG Gulf Coast, LLC	Missouri City	TX	SB, WOSB, HUB
Servpro	Missouri City	TX	SB, WOSB
JTG Equipment, LLC	Mont Belvieu	TX	SB
J And J Custom Tree Service	Montgomery	TX	
JM Drilling	Montgomery	TX	SB
Mimbres Tree and Debris Hauling	Montgomery	TX	SB

Company	City	State	Certs
Precision Pipe & Excavating	Montgomery	TX	SB
Performance Trailers of Texas	Mount Pleasant	TX	SB
Diamond K Corporation	Mount Pleasant	TX	SB
Tri-County Clean Up	Mount Pleasant	TX	SB, WOSB
DD Consulting	Mount Vernon	TX	SB
SJR Construction	Mount Vernon	TX	SDV
A.M. Trucking, LLC	Nacogdoches	TX	
Bailey Bark Materials	Nacogdoches	TX	
Drewery Construction	Nacogdoches	TX	
N L Stewart	Nacogdoches	TX	SB,
Samson Land Clearing	Nacogdoches	TX	
William Smoak Timber Services	Naples	TX	SB
Diver Dan Diving Service	Nederland	TX	SB, WOB, SDB, HUB
All Materials Construction	New Braunfels	TX	SB, WOB,SDB
Atecia, LLC.	New Braunfels	TX	SB
Rader Environmental Services, Inc	New Braunfels	TX	
RDO Equipment	New Braunfels	TX	SB, VOSDV
Veteran Removal Services	New Braunfels	TX	SB,WOB
Enviroteck	New Caney	TX	SB
American Cleaning Systems, Inc.	Odessa	TX	SB
David Corales	Odessa	TX	SB
MTD Environmental, L.P.	Odessa	TX	
Category 5 Restoration & Construction, Inc.	Orange	TX	VO
Webb Trucking	Ore City	TX	
Burnet Trucking	Palestine	TX	SB
K & K Trucking	Palestine	TX	SB, WOSB
Collier Clean Up Services	Paris	TX	
Ceres 11	Pasadena	TX	SB
RPI/ALLIANCE	Pasadena	TX	
Luis Flores General Remodeling	Pasadena	TX	SB, WOSB
Arispe Trucking Llc	Pearland	TX	
Backyard Retreats	Pearland	TX	SB
Corner To Corner Home Services	Pearland	TX	SB
John-Mc Enterprises	Pearland	TX	SB,WO,
EM & Associates	Pflugerville	TX	
SOIL-TECH, INC.	Pharr	TX	
Iron Horse Ranch Construction	Pilot Point	TX	
Blue Moon Environmental Services	Plano	TX	SB
Independent	Plano	TX	SB,VO,
Lloyd Electric	Plano	TX	
Roofing Renovation Specialists	Plano	TX	SB, SDB
Royal Enterprises	Plano	TX	SB
Surplus Source Group	Plano	TX	VO
Trinity Communications	Plano	TX	SB
Genesis Environmental Construction, Inc.	Plano	TX	SB
Joost Farms	Plum	TX	
Diamond L Enterprises	Poolville	TX	SB,
BG Trucking	Port Arthur	TX	SB

Company	City	State	Certs
Boudreaux's Construction	Port Neches	TX	SB
Solidiwaste Tech L.P.	Port Neches	TX	
Stonewater Inc.	Port Neches	TX	SB
Lombardo Management	Porter	TX	SB, WOSB, TX HUB
Gainco, Inc.	Portland	TX	SB, WOSB, SDB, HUB
Redman Express Trucking, Inc.	Powderly	TX	
Hogknukelz	Princeton	TX	SB
Jimmy Moody	Princeton	TX	SB
OleHandyCan	Princeton	TX	
Aftermath Disaster Recovery, Inc.	Prosper	TX	SB
Double D Trucking	Quinlan	TX	SB
Hamilton Trucking	Quitaque	TX	SB
Cowboy Down Underground Construction	Ravenna	TX	SB
American Roofing	Red Oak	TX	SB
Corrales Remodeling and Repair	Red Oak	TX	SB, WOSB
GCR, Inc.	Richardson	TX	SB
B & C Contracting	Richland	TX	
Brock Development, LLC	Richmond	TX	WOSB
ECB Enterprises	Richmond	TX	
Frank's Nursery	Richmond	TX	SB
Freedom Site Services LLC	Richmond	TX	SB,WO,SDB,
Globalize American Safety - LLC	Richmond	TX	
Longhorn Excavators, Inc.	Richmond	TX	SDB
Nolan Star Trucking, LLC	Richmond	TX	SB
Young Guns Inc.	Rio Vista	TX	SB
Bobcat Blues Co.	Roanoke	TX	
Eagle Services	Robstown	TX	SB, HUB
RAMBRO CONTRACTING, iNC.	Robstown	TX	SB
Team Clean USA(Total Property Management)	Rockwall	TX	SB
American Eagle Professional Real Estate Inspectors	Rosenberg	TX	SB
Countrywide Builders, LLC	Rosenberg	TX	SB,WO,HUB Zone ,
AllStar Construction Group	Round Rock	TX	SB
Frank's Lawn Service	Round Rock	TX	VO, SDVO
Fresh Enterprise	Round Rock	TX	SB,
Red River Recovery LLC	Round Rock	TX	SB
Easterling Farms Trucking LLC	Rule	TX	SB,
Tonyhdz	Saginaw	TX	
D. Watson Companies	Salado	TX	SB,WO,
Goodnight Services Corporation	Salado	TX	
TexanStar Construction	Salado	TX	SB
Rusty Daniel Trucking	Saltillo	TX	
1 Priority Environmental Services	San Antonio	TX	SB
A & E Lopez Construction	San Antonio	TX	
Aggregate Haulers, LP	San Antonio	TX	
Allied Waste	San Antonio	TX	SB,WOSB
Arlluk Services, Inc.	San Antonio	TX	SB
Barmar, Inc.	San Antonio	TX	SB

Company	City	State	Certs
Border Construction Services	San Antonio	TX	SB,WO,SDB,
Cole Field Services LLC	San Antonio	TX	SB
Creation Excavating	San Antonio	TX	WOSB
Crystal	San Antonio	TX	SB
Glenn Marshall	San Antonio	TX	SB
H. Martinez Jr. Trucking	San Antonio	TX	
Hadar Construction Services, LLC	San Antonio	TX	SB
HJD Capital Electric, Inc.	San Antonio	TX	SB, SDB
Interpool, Inc.	San Antonio	TX	SDB, VOSB, SDVOSB
IntrepiTech, LLC	San Antonio	TX	SB, SDB, VO
J.R. Ramon & Sons, Inc.	San Antonio	TX	SB,
Jet Force Tree Serivce	San Antonio	TX	SB, VO
JOS Southern	San Antonio	TX	
M & M Contracting	San Antonio	TX	SB
M & M Trucking	San Antonio	TX	
March Construction	San Antonio	TX	SB, WOSB
McGee Demolition	San Antonio	TX	SB, WOSB, HUB , VO, SDVO
Oivd Contracting, Inc.	San Antonio	TX	
Potranco Fencing	San Antonio	TX	SB, WOSB, SDB
Pro South Construction	San Antonio	TX	VO
RMLLC	San Antonio	TX	SB
Texas Auto Salvage	San Antonio	TX	SB
Total Excavation Inc	San Antonio	TX	
TP Excavation and Construction	San Antonio	TX	SB
USA Hauling, Inc.	San Antonio	TX	SB
Watchtower Defense	San Antonio	TX	
Whittaker Lane Contracting, LLC	San Antonio	TX	SB, VO
Wilford Mowing	San Antonio	TX	SB
WTD Contracting, Inc.	San Antonio	TX	SB
G.A.F. Enterprises	San Augustine	TX	
A & W Plumbing	San Marcos	TX	
Sunrise Construction co	Santa Fe	TX	SB
Double E Construction	Santo	TX	
Jose Hidalgo	Schertz	TX	WOSB
LCJ Hauling	Scurry	TX	SB
Daniel Plumbing LLC	Seabrook	TX	SB, WOSB
Troutman Debris Removal	Seadrift	TX	SB, WOSB
Pirate Recovery	Seguin	TX	SB, WOSB, SDB
QRS Trucking, LLC	Seguin	TX	SB,VO,
Sleigo Enterprises LLC	Seven Points	TX	SB, SDB, HUB
Professional Cleaning Systems,Inc.	Shelbyville	TX	WOSB
RNS Construction	Shelbyville	TX	WOSB
Approved Environmental Services	Somerset	TX	
1983-U.C.I.	South Houston	TX	
Tri dal ltd	Southlake	TX	SB
Almartin Transportation Inc	Splendora	TX	SB
Old School Equipment	Splendora	TX	
CSWS Trucking	Spring	TX	SB, WOSB, VO

Company	City	State	Certs
Lopez Removal	Spring	TX	
PSI Hydraulics	Spring	TX	SB, SDB, WOSB, TX HUB
Rapid Waste LLC	Spring	TX	WOSDB
Tycoon Transport And Logistics, LLC	Spring	TX	SB
TryUs Construction Inc. dba Schuetz Construction	Spring Branch	TX	
G.T. Services	Springtown	TX	SB, WOSB, SDB
Seamar Diver's Inc.	Stafford	TX	SB
Bosque River Compost	Stephenville	TX	
Johnsville Construction, Inc.	Stephenville	TX	SB
L-7 Construction, Inc.	Stephenville	TX	SB,
Steele Custom Hay	Stinnett	TX	SB
Recycling Solutions	Sugar Land	TX	
KGN Business Enterprises, Inc.	Sugar Land	TX	
Rusty Daniel Trucking Inc.	Sulphur Springs	TX	SB
N.D. Williams Timber Company	Tatum	TX	SB
Frost Automotive	Temple	TX	SB, WOSB, SDB, HUB
Computer Clinic	Tenaha	TX	SB
C.D. Jacks, Inc.	Terrell	TX	
Four States Recovery	Texarkana	TX	SB
Landstar Services	The Colony	TX	SB
SubiasServices	The Colony	TX	SB
Chrome Enterprises Inc	The Woodlands	TX	
JRH Enterprises	The Woodlands	TX	
Scarano's Trucking	The Woodlands	TX	SB, WOSB
Emi-Tech, Inc.	Timpson	TX	SB, WOSB, SDB, HUB
Hamm's Construction, Inc.	Timpson	TX	
Compacta Construction, Inc.	Tomball	TX	SB
JB Bumgardner Enterprise, Inc.	Tomball	TX	SB, SDB
Parish Construction/Contracting	Trinity	TX	SB,
Endrill Corp, Dba Endrill Mud	Tuscola	TX	SB, SDB, VO
Canton"	TX		SB
Hope Services, Inc.	Tyler	TX	WOSB
K & L Auto Crushers, LLC	Tyler	TX	SB
R. Hester Contractors	Universal City	TX	SB, SDB
Dennis Moore Backhoe Service	Victoria	TX	
A-1 Demolition, Inc.	Waco	TX	WOSB
LXG, LLC	Wake Village	TX	
Double Oak Construction, Inc.	Waller	TX	SB
Orr Construction and Excavation	Weatherford	TX	HUB Zone
Kay Services, Inc.	West Columbia	TX	SB, WOSB
Cochrum Enterprises	Wharton	TX	SB
D&A Demolition	Wharton	TX	SB, WOSB
Trendsetter Construction	White Oak	TX	SB
SUNDANCE CONSTRUCTION	Whitehouse	TX	SB

Company	City	State	Certs
Bob's Construction Co., Inc.	Willis	TX	
LS Commercial Roofing	Willis	TX	SB,
Texas Dozer / Septico	Willis	TX	SB
4C Construction	Windom	TX	
G & J Logistics, Inc.	Winnie	TX	WOSB
D & G Construction	Winnsboro	TX	SB
Schwartz Construction Company, Inc.	Wylie	TX	SB
Wellslake Industries	Wylie	TX	
Eggemeyer Tree Service	Yoakum	TX	SB

CERES DISASTER RECOVERY LETTER OF INTENT

Name of Company All Materials Construction LLC Trade Debris Removal, Demolition, Asbestos

Company Address 1532 Lorelei Lane new Braunfels, TX 78130

City, State, Zip New Braunfels, TX. 78130

Contact Person Darryl McBride, Lakeisha Brown Email: allmaterialsconstruction@gmail.com

Phone Number 830-515-6623 FAX # 830-302-7082

Type of Ownership: ✓ Corporation _____ Partnership _____ Sole Proprietorship

Average Annual Revenues $ 350,000.00 (averaged over previous three years)

Liability Ins. Limit attached

Crews available 3 # of Employees _____

Type of Business-Federal Certification (check all that apply, please include certifications)

✓ Small Business ✓ Woman-Owned Business ✓ Small Disadvantaged Business*

✓ HUB Zone* _____ Veteran Owned _____ Service Disabled Veteran Owned* ____ 8(a)*

**Require application and approval by the SBA ID#* 3245-0374

Other Certifications (State, County, Local, etc.) Please List South Central Certification, State of Texas Hub, TXDOT DBE

Check all boxes that apply:

✓ Company has experience in disaster recovery work, number of years 5

✓ Company has experience on U.S. Army Corps of Engineers projects

□ Company has worked/is working on a previous/current project with Ceres

# of Pieces	Description of Equipment		# of Pieces	Description of Equipment
	Truck, Dump, Single Axle			Wheel Loader, Front End, 4 yard
	Truck, Dump, Tandem Axle			Knuckleboom, Prentice-style/self loader
	Tractor/Trailer End Dump			Bucket Truck
	Tractor/Trailer Live Bottom			Air Curtain Burner
	Skid Steer w/Grapple (Bobcat)			
	Other (describe)			

I understand that contract pricing may not be fully established. Pricing for this work will be determined as specified in the Subcontract Agreement. The Subcontractor agrees to participate, supply needed information and cooperate with the Contractor in the preparation of pricing proposals and the negotiation of this pricing.

I certify that the above information is true, that I am authorized to sign this document on behalf of the Company named above, and that it is the Company's intent to subcontract with Ceres Environmental Services, Inc. for Disaster Recovery Work resulting from this solicitation.

Signature _____ **Printed Name** Lakeisha Brown **Date** 10/05/2017

It is Ceres practice to utilize local, small, woman-owned, and minority business enterprises to the maximum extent practicable in full compliance with 44 CFR 206.10. Questions? Call Tia Laurie (800) 218-4424 x363

FAX (941) 237-3793

CERES DISASTER RECOVERY LETTER OF INTENT

Name of Company Michael T Baldwin dba Baldwin Tree Service Trade Tree and disaster recovery services

Company Address 490 County Rd 3148

City, State, Zip Center, TX 75935

Contact Person Todd Baldwin Email: baldwintreeservice@yahoo.com

Phone Number 936-590-1881 FAX # 866-582-6885

Type of Ownership: _____ Corporation _____ Partnership __x__ Sole Proprietorship

Average Annual Revenues $ 1,500,000 (averaged over previous three years)

Liability Ins. Limit see COI

Crews available _____ # of Employees 9+

Type of Business-Federal Certification (check all that apply, please include certifications)

__x__ Small Business _____ Woman-Owned Business _____ Small Disadvantaged Business*

_____ HUB Zone* _____ Veteran Owned _____ Service Disabled Veteran Owned* ____8(a)*

**Require application and approval by the SBA ID#* _____

Other Certifications (State, County, Local, etc.) Please List _____

Check all boxes that apply:

☒ Company has experience in disaster recovery work, number of years 18 yrs

☒ Company has experience on U.S. Army Corps of Engineers projects

☒ Company has worked/is working on a previous/current project with Ceres (not directly, but sub)

# of Pieces	Description of Equipment		# of Pieces	Description of Equipment
	Truck, Dump, Single Axle			Wheel Loader, Front End, 4 yard
7	Truck, Dump, Tandem Axle		7	Knuckleboom, Prentice-style/self loader
	Tractor/Trailer End Dump		2	Bucket Truck
	Tractor/Trailer Live Bottom			Air Curtain Burner
2	Skid Steer w/Grapple (Bobcat)			
	Other (describe)			

I understand that contract pricing may not be fully established. Pricing for this work will be determined as specified in the Subcontract Agreement. The Subcontractor agrees to participate, supply needed information and cooperate with the Contractor in the preparation of pricing proposals and the negotiation of this pricing.

I certify that the above information is true, that I am authorized to sign this document on behalf of the Company named above, and that it is the Company's intent to subcontract with Ceres Environmental Services, Inc. for Disaster Recovery Work resulting from this solicitation.

Signature Todd Baldwin **Printed Name** Todd Baldwin **Date** 10/12/18

It is Ceres practice to utilize local, small, woman-owned, and minority business enterprises to the maximum extent practicable in full compliance with 44 CFR 206.10. Questions? Call Donna Pick (800) 218-4424 x365

FAX (941) 866-1400

CERES DISASTER RECOVERY LETTER OF INTENT

Name of Company Cole Field Services LLC Trade ^

Company Address 2231 Estate Gate Dr.

City, State, Zip San Antonio, TX 78260

Contact Person Jenifer George Email: Jencole@Nctelecom.net

Phone Number 210-316-2221 FAX # 830-438-9171

Type of Ownership: _____ Corporation __X__ Partnership _____ Sole Proprietorship

Average Annual Revenues $ 600,000 (averaged over previous three years)

Liability Ins. Limit See Attach Certificate

Crews available 3 # of Employees _____

Type of Business-Federal Certification (check all that apply, please include certifications)

__X__ Small Business __X__ Woman-Owned Business __X__ Small Disadvantaged Business*

_____ HUB Zone* _____ Veteran Owned _____ Service Disabled Veteran Owned* ____8(a)*

**Require application and approval by the SBA ID#* _____

Other Certifications (State, County, Local, etc.) Please List Texas

Check all boxes that apply:

X Company has experience in disaster recovery work, number of years 5

□ Company has experience on U.S. Army Corps of Engineers projects

□ Company has worked/is working on a previous/current project with Ceres

*Worked with Randy Hardy and Doug Bowen but not for Ceres direct.

# of Pieces	Description of Equipment	# of Pieces	Description of Equipment
	Truck, Dump, Single Axle	2	Wheel Loader, Front End, 4 yard
4	Truck, Dump, Tandem Axle		Knuckleboom, Prentice-style/self loader
4	Tractor/Trailer End Dump		Bucket Truck
2	Tractor/Trailer Live Bottom		Air Curtain Burner
4	Skid Steer w/Grapple (Bobcat)		
	Other (describe)		

I understand that contract pricing may not be fully established. Pricing for this work will be determined as specified in the Subcontract Agreement. The Subcontractor agrees to participate, supply needed information and cooperate with the Contractor in the preparation of pricing proposals and the negotiation of this pricing.

I certify that the above information is true, that I am authorized to sign this document on behalf of the Company named above, and that it is the Company's intent to subcontract with Ceres Environmental Services, Inc. for Disaster Recovery Work resulting from this solicitation.

Signature _____ **Printed Name** Jenifer George **Date** 10/13/17

It is Ceres practice to utilize local, small, woman-owned, and minority business enterprises to the maximum extent practicable in full compliance with 44 CFR 206.10. Questions? Call Tia Laurie (800) 218-4424 x363

FAX (941) 237-3793