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-19-074b-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 **DRC Emergency Services, LLC** ("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 ***Tertiary*** 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.

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: DRC Emergency Services, LLC (Tertiary)
Attn: Kristy Fuentes, Vice President, Secretary, Treasurer
110 Veterans Blvd, Suite 515
Metairie, LA 7005

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

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.		
• 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 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

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

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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:

Pricing Worksheet-A

Date: 4/12/2019

[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 Trucle/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	

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 Stmn	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 Trucle/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	

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

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

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

Emergency Fuel Delivery/Management Price Schedule		Unit	Price
Item/Equipment	Description		
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	
1,000 gallon single wall tank	Portable Storage Tank	Per Day	
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	
6,000 gallon or greater tank	Portable Storage Tank	Per Day	
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	
Portable Tank Cleanout 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 (l0,000cfin)	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 (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 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.:**

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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	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 notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(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.

(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.

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: John Sullivan, President
DRC Emergency Services, LLC

via Email: kfuentes@drcusa.com

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

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 third 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

0 **% 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: Kristy Fuentes **Title:** Vice President, Secretary, Treasurer

Printed Name: Kristy Fuentes

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	
	$9.45	10,155,000	$95,964,750.00	$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	
	$10.98	3,385,000	$37,167,300.00	$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	
	$22.65	100	$2,265.00	$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	
	$42.65	100	$4,265.00	$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	
	$1.95	13,540,000	$26,403,000.00	$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	
	$3.50	10,155,000	$35,542,500.00	$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	
	$2.85	3,385,000	$9,647,250.00	$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	
	$5.75	2,640,300	$15,181,725.00	$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	$65.00	752	$48,880.00	$0.00
13 inch to 24 inch diameter	$110.00	1,344	$147,840.00	$0.00
25 inch to 36 inch diameter	$170.00	668	$113,560.00	$0.00
37 inch to 48 inch diameter	$260.00	96	$24,960.00	$0.00
49 inch and larger diameter	$360.00	16	$5,760.00	$0.00
Hanger Removal (2" or greater at the break and price per Tree)	$85.00	108,936	$9,259,560.00	$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	$200.00	334	$66,800.00	$0.00
37 inch to 48 inch diameter	$250.00	48	$12,000.00	$0.00
49 inch and larger diameter	$350.00	8	$2,800.00	$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	
	$95.00	100	$9,500.00	$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	
	$45.00	50	$2,250.00	$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	
	$9.95	100	$995.00	$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	
	$350.00	50	$17,500.00	$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	
	$500.00	100	$50,000.00	$0.00
Total Estimated Contract Price			$ 229,675,460.00	-

(Total Price in words: and No Cents) Two Hundred Twenty-Nine Million Six Hundred Seventy-Five Thousand Four Hundred Sixty Dollars and No/100 *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	$125.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	$75.00
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$90.00
Laborer with Tools (1 man, toss)	Hour	$45.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$90.00
I Total Hourly:	Hour	$425.00

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$125.00
Backhoe	Cat 416	Hour	$160.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	$160.00
Wheel Loaders	Cat 950	Hour	$180.00
Wheel Loaders	Cnt 966	Hour	$190.00
Wheel Loaders	Cat 980	Hour	$200.00
Tracked Loader	Cat 955	Hour	$185.00
Towed Loader w/ Tractor	Prentice 210	Hour	$250.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$255.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$260.00
Dozer	CatD4	Hour	$200.00
Dozer	CatD5	Hour	$250.00
Dozer	CatD6	Hour	$275.00
Dozer	CatD7	Hour	$300.00
Dozer	CatD8	Hour	$325.00
Excavators	Cat 320	Hour	$175.00
Excavators	Cat 325	Hour	$185.00
Excavators	Cat 330	Hour	$195.00
Tractor w/ Box Blade	80Hp	Hour	$100.00
Motor Grader	Cat 120G	Hour	$150.00
30 Ton Crane	30Ton	Hour	$225.00
50 Ton Crane	50 Ton	Hour	$375.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$675.00
Bucket Truck	Up to 50' reach	Hour	$245.00
Bucket Truck	50' to 75' reach	Hour	$345.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$195.00
Mechanized Broom	Street Sweeper	Hour	$245.00
Water Truck	2000 Gallon	Hour	$120.00
Service Truck	N/A	Hour	$120.00
Stump Grinder	Vermeer252	Hour	$345.00
Stump Grinder	Vermeer752	Hour	$445.00
Stump Grinder	Vermeer 60TX	Hour	$645.00
Chipper w/2 man crew	Morbark Stmin	Hour	$425.00
12-Foot Tub Grinder	Morbark 1200	Hour	$545.00
13-Foot Tub Grinder	Morbark 1300	Hour	$645.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$745.00
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$150.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$160.00
SOT Lowboy Trailer (Equip.TranS]' ort w/ Tractor)	50 Ton	Hour	$160.00
Truck Mounted Winch	Tow Truck	Hour	$145.00
Vacuum Truclc/Jetter	3500 Gallon	Hour	$295.00

Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	$100.00
Dump Truck	16to24CY	Hour	$120.00
DumpTmck	25 to 34 CY	Hour	$130.00
Dump Truck (Trailer Dump w/ Tractor)	35 to44 CY	Hour	$140.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$150.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$175.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$185.00
Dump Truck (Trailer Dump w/ Tractor)	>75CY	Hour	$200.00
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Hour	$65.00
Pickup Truck	3/4 Ton, Ext. Cab	Hour	$65.00
Pikup Truck, 4x4	4x4	Hour	$75.00
Pickup Truck	1 Ton	Hour	$75.00
Box Truck	3/4 Ton	Hour	$150.00
Passenger Car	Full size	Hour	$65.00
20' Trailer	20 Foot	Hour	$250.00
36 'Trailer	36 Foot	Hour	$350.00
Flatbed Trailer	Gvwto450	Hour	$150.00
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Day	$650.00

Pickup Truck	3/4	Day	$650.00
Pickup Truck	1 Ton	Day	$650.00
Box Truck	3/4 Ton	Day	$900.00
Utility Van	3/4 Ton	Day	$900.00
Passenger Van	9 Passenger	Day	$900.00
Passenger Car	Full size	Day	$600.00
Response Trailer	20-30 Foot	Day	$1250.00
Marine Resources (Operator, Fuel, Maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$5,500.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$5,000.00
33' Fast Barge with Winch	Crew of 2	Day	$4,000.00
14' Utility Boat w th Motor (Work Boat)	With Crew	Day	$3,750.00
12' Utility Boat with Motor (Work Boat)	WithCrew	Day	$3,500.00
12' Utility Boat without Motor (Work Boat)	WithCrew	Day	$2,500.00
Tank Diver with Gear	Individual	Hour	$300.00
Hardhat Diver with Gear	Individual	Hour	$300.00
Scuba Bottle Refill (Air)	80	Each	$45.00
Air Pump with multi Breathing lines	Brownie Lung	Day	$350.00
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	$750.00
Office Trailer	40 Foot	Day	$750.00
Storeage Container	40 Foot	Day	$650.00
Portable Eyewash Station	OSHA Spec	Day	$550.00
First Aid Station	OSHA Spec	Day	$450.00
Portable Toilet (Port a John)	Single	Week	$550.00
Observation Tower	USACE Spec	Each	$3,500.00

Sunken Vessel Removal

Description	Unit	Price
Marine Salvage Operations	Per Linear Foot	
Less than 20 feet		$185.00
20 to 25 feet		$195.00
25 to 30 feet		$225.00
Greater than 30 feet		$250.00
Land Based Salvage Operation	Per Linear Foot	
Less than 20 feet		$100.00
20 to 25 feet		$120.00
25 to 30 feet		$130.00
Greater than 30 feet		$140.00

Emergency Drinking Water and Ice Supply

Drinking Water

Cases		Price/Case	Per Unit	Per Pallet
1-75		$12.85	N/A	N/A
75-375		$12.85	N/A	N/A
376-750		$12.85	N/A	N/A
751-1500		$12.85	N/A	N/A

Ice Supply

Packaged Ice Delivered			Per Pound	$0.75

Emergency Sleeping Quarters

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

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

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

Shower Facilities	Unit Rental Price		Laundry Facility	Unit Rental Price
1 -14HeadShower Trailer Unit	See attached		*Laundry Trailer Unit*	See attached

Provides Shower Service for 350 People	Each Unit Contai.
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	510.00	$2805.00
56 kW Generator	$600.00	$3300.00
100 kW Generator	$720.00	$3960.00
175 kW Generator	$1,455.00	$8002.00
250 kW Generator	$2,070.00	$11385.00
320 kW Generator	$2,975.00	$16,240.00
500 kW Generator	$3,675.00	$20212.00
800 kW Generator	$5,400.00	$29700.00
1000 kW Generator	$6,960.00	$38,280.00
1500 kW Generator	$10,590.00	$58245.00

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	$1000.00
1,000 gallon single wall tank	Portable Storage Tank	Per Day	$1500.00
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	$1500.00
6,000 gallon or greater tank	Portable Storage Tank	Per Day	$2500.00
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	$750.00
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	$1500.00
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	Per Day	$4500.00
Truck with Man	Transport Truck w/trailer or Bobtail Truck	Per Day	$975.00
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	Per Day	$4250.00
Mobile Fuel Station	12,000 Gal capacity on trailer	Per Day	$6500.00
FracTank	20,000 gallon frac tank	Per Day	$10000.00
Labor	Man to operate fuel station or fuel vehicles	Per Day	$450.00

Fuel

Item	Description	Purchase Price	Unit
Fuel	Gasoline	$4.00	Per gallon
Fuel	Diesel	$5.50	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	$1500.00
6 month	$1500.00
9 month	$1500.00
12 month	$1500.00

Bandwidth

Service	Monthly Cost
Disaster Response	$1500.00

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

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 x / No

Temporary Office Trailers, Mobile Command Center Price Schedule
Single Unit
Dimensions: Width= 8', Unit Length= 20'

Category	Rate	Unit
Setup Fee:	$4,500.00	One time
Single Unit	$7,500.00	Per month

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

Category	Rate	Unit
Setup Fee:	$4500.00	One time
Single Unit	$8000.00	Per month

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

Category	Rate	Unit
Setup Fee:	$4500.00	One time
Single Unit	$10000.00	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	$2800.00	Per month
Port-o-let (per unit)	$190.00	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	$1000.00	$100.00	$6000.00	$24000.00
6" Trash Pump Package	$2000.00	$200.00	$12000.00	$48000.00
6" Hydraulic Pump with Power Pack	$2500.00	$250.00	$15000.0	$60000.00
8" Hydraulic pump with Power Pack	$3750.00	$375.00	$22500.00	$90000.00

Drying In, Decontamination, Mold Remediation, restoration Price Schedule
Categories/Descriptions

Drying Equipment	Unit	Rate
Dehumi ification Unit (50cfm-100cfm)	Day	$1000.00
Dehumidification Unit (110cfm-200cfm)	Day	$1500.00
Dehumidification Unit (220cfm-300cfm)	Day	$2000.00
Dehumidification Unit (500cfin-600cfm)	Day	$4000.00
Dehumidification Unit (1000cfm)	Day	$6000.00
Dehumidification Unit (2000cfm-2250cfin)	Day	$15000.00
Dehumidification Unit (3500cfm)	Day	$20000.00
Dehumidification Unit (4500cfm-5000cfm)	Day	$25000.00
Dehumidification Unit (8500cfm)	Day	$25000.00
Dehumidification Unt (15,000cfm)	Day	$27500.00
Miscellaneous Equipment		
40 Ton AC Unit	Day	$25000.00
100 Ton Chiller Unit	Day	$30000.00
200 Ton Chiller Unit	Day	$37500.00
Air ComQressor (110 esi)	Day	$250.00
Air Compressor (125 psi)	Day	$300.00
Air Mover	Day	$250.00
Buffer, Floor	Day	$350.00
Cart, Tilt/Demolition	Each	$350.00
Dolly, 2-WhV4-Whl/Drm/Whlbr	Each	$350.00
Electrical Dist. Panel (Seider Box)	Each	$750.00
Electrical Kit (Ext. Cord GF), Surge Protector	Each	$100.00
Extraction Unit (Portable)	Day	$2500.00
Extraction Unit (Trailer)	Day	$5000.00
Filtration Unit	Each	$350.00
Fire Extin ishe	Each	$75.00
First Aid Kit	Each	$150.00
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba	Each	$150.00
HEPA Filtration Unit (10,000cfin)	Day	$300.00
HEPA Filtration Unit (2,000cfin)	Day	$400.00
Light, Portable	Each	$450.00
Light, Stand	Each	$350.00
Light, String	Each	$200.00
Mobile Commande Center	Day	$750.00
Negative Pressure Recorder	Each	$1500.00
Ozone Machine	Day	$1500.00
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	$250.00
Pump, Small	Day	$2000.00
Pump, Flood	Day	$4500.00
Respirator, Negative Pressure (Half Face)	Each	$400.00
Respirator, PAPR (Full Face)	Each	$500.00
Radio, Job Site	Day	$350.00
Shower/Wash Station	Day	$12500.00
Sprayer, Airless	Each	$250.00
Thermal Image Camera	Day	$350.00
Trailer	Day	$550.00
Truck, 24ft	Day	$500.00
Truck, Pick-Up	Day	$600.00
Truck, Water Extraction	Day	$900.00
Vacuum, (Wet/Dry)	Each	$3950.00
Vacuum, HEPA	Each	$400.00
Van/Bus	Day	$500.00
Vent/Wall Cavity Drying Unit	Day	$500.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	$400.00

Storage Containers

Description	Monthly Rate
40' Conex Box	$9900.00
20' Conex Box	$7900.00

Hidalgo County Emergency Shelter

4.29.19

Emergency Sleeping Quarters | $160,335

- 200 Man Structure Tent
- Carpeted Flooring
- Sidewalls
- Personnel doors
- HVAC
- Cots (300 lb capacity)
- Bedding (sheets, blankets & pillows)
- Based on 30 day rental period
- Pricing includes mobilization & demobilization costs

Dining Facility | $1,904,140

- Dining Tent with 64 tables and 512 chairs
- Carpeted Flooring
- Three meals per day per worker
- Hot breakfast, box lunch and hot dinner
- 1800- 2200 Calories per person per day
- Snacks and beverages available 24 hours
- Based on 30 day rental period
- Pricing includes mobilization & demobilization

Restroom Facility

- 150 Person Camp | $147,000
- 250 Person Camp | $264,600
- 500 Person Camp | $514,500
- Daily Cleaning & Servicing
- Restroom Services assumes connectivity to local water, sewer and power
- Based on 30 day rental period
- Pricing includes mobilization & demobilization

Shower Facility| $166,800

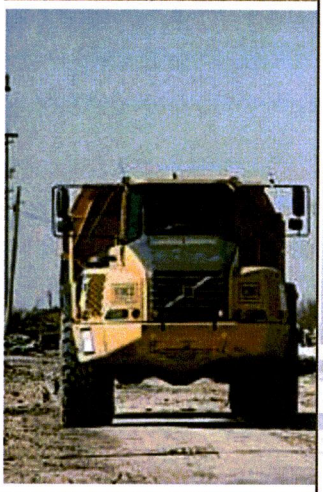
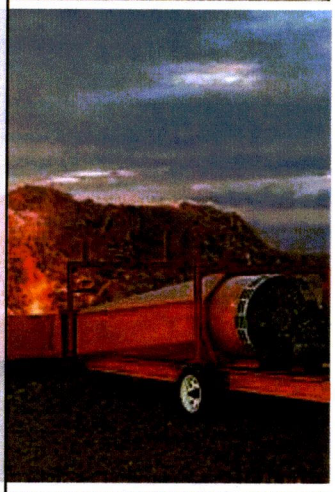
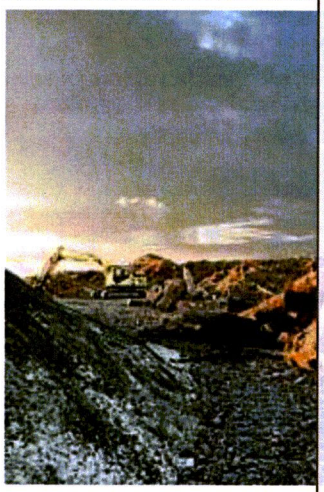
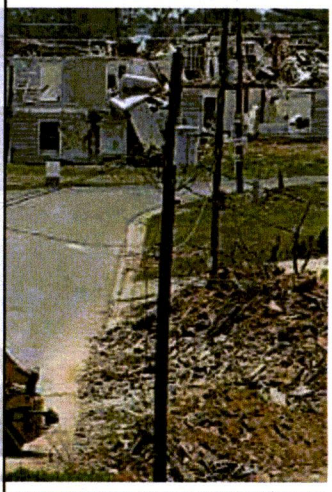
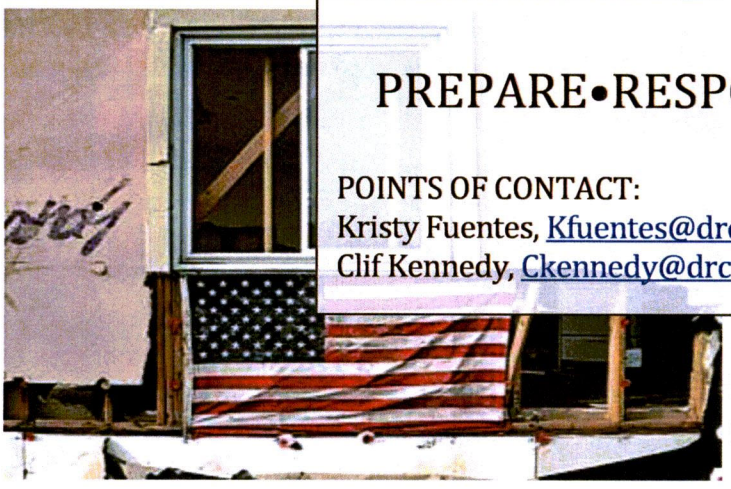
- 14 Head Shower Unit
- On demand hot water
- Male/ Female divided facilities
- Private dressing room
- Soap dispensers, sinks and mirrors
- Shower Services assumes connectivity to local water, sewer and power
- Based on 30 day rental period
- Pricing includes mobilization & demobilization

Laundry Facility | $92,320

- Top load commercial washers

- Front load commercial dryers
- Hot and cold water
- Wash, Dry & Fold Service
- Laundry Services assumes connectivity to local water, sewer and power
- Based on 30 day rental period
- Pricing includes mobilization & demobilization
-




DRC
EMERGENCY SERVICES
Striking Back.

PO Box 17017 • Galveston, TX 77552 • (888) 721-4372
(888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

REQUEST FOR PROPOSAL
Debris Removal & Disposal

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

MAY 1, 2019 • 9:30AM
COPY

COPY

HIDALGO COUNTY
Purchasing Department
2802 S. Business Hwy 281 • Administration Building
Edinburg, TX 78539

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:
Kristy Fuentes, Kfuentes@drcusa.com
Clif Kennedy, Ckennedy@drcusa.com

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PO Box 17017 • Galveston, TX 77552 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

May 1, 2019

Hidalgo County – Purchasing Department
2802 S. Business Hwy 281, Administration Building
Edinburg, TX 78539

Re: Debris Removal & Disposal
RFP No. 2019-074-05-01-YSS

Dear Ms. Martha L Salazar,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and Hidalgo County our proposal to provide Debris Removal & Disposal services as required in the above referenced RFP. DRC is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

DRC is headquartered in Galveston, Texas., which is located 6 hours away from Hidalgo County. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to Hidalgo County should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike Hidalgo County, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for Hidalgo County is Clif Kennedy who can be reached at (888) 721-4372, by cell: (713) 715-8772 or by email: Ckennedy@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Hidalgo County in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

Name	Office/Capacity
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

DRC EMERGENCY SERVICES Striking Back.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager

By: John R. Sullivan
Its: President

Tab 1: Forms

Debris Removal & Disposal

Please see the following documents attached:

- Legal Notice (Page 11)
- Exhibit C
- Sample Insurance Certificate
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit H
- Vendor/Bidder Application
- W-9
- SAM Registration
- HUB Declaration Form
- RFP Checklist
- Addendum 1

OPENED
9:54
5-1-19
Witnessed

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: DRC Emergency Services, LLC

Address: 110 Veterans Boulevard, Suite 515

By: Kristy Fuentes

Printed Name: Kristy Fuentes

Title: Vice President/ Secretary/ Treasurer

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.

Revised 10/01/08

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, Kristy Fuentes, authorized representative for DRC Emergency Services, LLC (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.

Kristy Fuentes
Authorized Representative

4/29/19
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, Kristy Fuentes, possess all of the APPLICABLE:

1. Licenses: See Texas Secretary of state certificate attached.
2. Bonds: Please see bid bond attached.
3. Certificates: Please see FEMA certificates attached.
4. Permits: Any permits needed will be obtained upon award.
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.

Kristy Fuentes
Authorized Signature

4/29/19
Date

DRC Emergency Services, LLC
Company

110 Veterans Boulevard, Suite 515
Address

Metairie, LA 70005
City, State, Zip

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2019

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
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT NAME: Julia Becvar
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS: jbecvar@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters At Lloyd's, London	15792
INSURER B : The Phoenix Insurance Company	25623
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Argonaut Insurance Company	19801
INSURER E :	
INSURER F :	

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

COVERAGES **CERTIFICATE NUMBER:** 9P5KJUK3 **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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X	X	B0621EMSSL000118	05/26/2018	05/26/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	810-9J994734-18-26-G	05/26/2018	05/26/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	B0621EMSSL000218	05/26/2018	05/26/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	0001307608 TX WC928318471754	05/26/2018	05/26/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP NO: 2019-074-05-01-YSS, Debris Removal & Disposal

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects the General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions. In the event of cancellation by the insurance companies the General Liability, the Texas Workers' Compensation, Automobile Liability and Excess policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

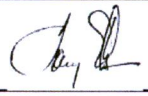
CERTIFICATE HOLDER

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



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The ACORD name and logo are registered marks of ACORD

TEXAS CAPITAL BANK N.A.

November 8, 2018

DRC Emergency Services, LLC
P.O. Box 131486
Houston, Texas 77219

To Whom It May Concern:

DRC Emergency Services has the financial resources to perform the requested work for the jurisdiction and the ability to obtain additional resources if needed. The company has a multi-year syndicated revolving credit facility in the amount of $60,000,000 led by Texas Capital Bank and has an accordion feature to increase the credit facility to $100,000,000 if needed. DRC has the financial capability to finance a multi-million-dollar volume of work without interference or a slow-down of work.

In addition to the Line of Credit with our bank, the owners of DRC keeps ample levels of Working Capital available at moments notice.

I've personally banked the owners of the company for over 10 years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. I've witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.

Mike Chryssikos

Mike Chryssikos
Senior Vice President
Texas Capital Bank
832-308-7109

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing letter was acknowledged before me this 8th day of November, 2018, by Mike Chryssikos.

ANTONIA NINO
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 4/21/2020
NOTARY ID 478325-6

Antonia Nino

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
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 DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

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 April 01, 2019.

David Whitley
Secretary of State

Bid Bond
SURETY DEPARTMENT

BOND NO. Bid Bond

THE HARTFORD

KNOW ALL MEN BY THESE PRESENTS,

That we, DRC Emergency Services, LLC
6702 Broadway, Galveston, TX 77554 as Principal,
hereinafter called the Principal, and the Hartford Casualty Insurance Company, a corporation created and
existing under the laws of the State of IN, whose principal office is in Hartford, CT,
as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County
2802 S. Business Hwy. 281, Edinburg, TX 78539 as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of the Greatest Amount Bid --
Dollars ($ 5% G.A.B. **),**
for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for Debris Removal & Disposal, RFP No. 2019-074-05-01-YSS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 1st day of May A.D. 2019.

Attest

By: Rae Sharp
Rae Sharp

DRC Emergency Services, LLC (SEAL)
(Principal)

By:
Vice President / Secretary / Treasurer
(Title)

Witness

By:
Kathryn Lambert

HARTFORD CASUALTY INSURANCE COMPANY INCORPORATED INDIANA

Hartford Casualty Insurance Company (SEAL)

By:
Rita G. Gulizo Attorney-in-Fact
(Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BOWEN MICLETTE & BRITT INS AGY LLC
Agency Code: 46-504809, 61-613558, 21-225344

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Kristi Lovett, David T. Miclette, Ashley Britt Platt, Robert C. Davis, Tabitha Dorman, Rita G. Gulizo, Alyson Carmichael Nikole Jeannette, Barry K. McCord, Heather Noles, Susan Zapalowski of Fort Smith AR, New Orleans LA, Houston Texas

Mary R. Butcher, Gail S. Barr, James J. Drew, Matthew S. Nilles , Lenita W. Wright of Maitland, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 1, 2019

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President



Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford' s underwriting companies to the following:

Phone Number:	:	888-266-3488
Fax – Claims	:	860-757-5835 or 860-221-3965
E-mail	:	bond.claims@thehartford.com
Mailing Address	:	The Hartford BOND. T-4 One Hartford Plaza Hartford, CT 06155

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:
1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: *www.tdi.texas.gov*
E-mail: *ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

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 12th Day of July, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00546.a
Continuity of Operations (COOP) Awareness Course

Issued this 12th Day of July, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS) An Introduction

Issued this 16th Day of January, 2014

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00035.17
FEMA Safety Orientation 2017

Issued this 23rd Day of February, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00317
Introduction to CERT

Issued this 13th Day of July, 2017

0.6 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00660
Introduction to Public-Private Partnerships

Issued this 24th Day of August, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00033.17
FEMA Initial Ethics Orientation 2017

Issued this 23rd Day of February, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00315
CERT Supplemental Training: The Incident Command System

Issued this 13th Day of July, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00547.a
Introduction to Continuity of Operations

Issued this 12th Day of July, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00775
EOC Management and Operations

Issued this 11th Day of August, 2017

0.4 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00907
Active Shooter: What You Can Do

Issued this 12th Day of July, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00010.a
Animals in Disaster: Awareness and Preparedness

0.4 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00706
NIMS Intrastate Mutual Aid
an Introduction

Issued this 23rd Day of August, 2017

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00906
Basic Workplace Security Awareness

Issued this 12th Day of July, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a
An Introduction to Hazardous Materials

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00702.a
NIMS Public Information Systems

Issued this 11th Day of August, 2017

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

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 3rd Day of August, 2017

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900
National Disaster Recovery
Framework (NDRF) Overview

Issued this 13th Day of July, 2017

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00037.17
Managerial Safety and Health

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY L FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100
Introduction to the Incident Command System, ICS-100

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00241.b
Decision Making and Problem Solving

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00029
Public Information Officer Awareness

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System ICS-100

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00201
Forms Used for the Development of the Incident Action Plan

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00011.a
Animals in Disasters: Community Planning

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00042
Social Media in Emergency Management

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

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

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00317
Introduction to CERT

Issued this 25th Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00546.a
Continuity of Operations (COOP) Awareness Course

Issued this 18th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00633
Debris Management Plan Development

Issued this [illegible] Day of July

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00315
CERT Supplemental Training:
The Incident Command System

Issued this [illegible] Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00453
Introduction to Homeland Security Planning

Issued this 25th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this [illegible] Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00244.b
Developing and Managing Volunteers

Issued this 11th Day of August

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00324.a
Community Hurricane Preparedness

Issued this 15th Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00547.a
Introduction to Continuity of Operations

Issued this 15th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00702.a
NIMS Public Information Systems

Issued this [illegible] Day of August, 2017

IACET

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

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 [illegible] Day of Aug[illegible], 2017

IACET

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00909
Community Preparedness
Implementing Simple Activities for Everyone

Issued this [illegible] Day of [illegible], 17

IACET

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY L FUENTES

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 11th Day of October, 2017

IACET

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00775
EOC Management and Operations

Issued this 11th Day of August, 17

IACET

0.4 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00907
Active Shooter: What You Can Do

Issued this [illegible] Day of [illegible], 17

IACET

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00634
Introduction to FEMA's Public Assistance Program

Issued this 11th and Day of August, 2017

IACET

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00708
NIMS Intrastate Mutual Aid
an Introduction

Issued this [illegible] Day of August, 2017

IACET

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00906
Basic Workplace Security Awareness

Issued this [illegible] Day of [illegible], 17

IACET

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOSEPH R NEWMAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00035.17
FEMA Safety Orientation 2017

Issued this 21st Day of June, 2017

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOSEPH R NEWMAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00702.a
NIMS Public Information Systems

Issued this 7th Day of August, 2017

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00003
Radiological Emergency Management

Issued this 11th Day of August, 2017

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOSEPH R NEWMAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00033.17
FEMA Initial Ethics Orientation 2017

Issued this 21st Day of June, 2017

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOSEPH R NEWMAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this 14th Day of August, 2017

IACET



Certificate of Completion

Joseph R. Newman

OSHA 40 Hour HAZWOPER Training

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

KRISTY R FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900
National Disaster Recovery Framework (NDRF) Overview

Issued this 1st Day of July, 2017

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOSEPH R NEWMAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System ICS-100

Issued this 19th Day of June, 2017

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOSEPH R NEWMAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900
National Disaster Recovery Framework (NDRF) Overview

Issued this 16th Day of August, 2017

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00011.a
Animals in Disasters: Community Planning

Issued this 4th Day of August, 2017

0.4 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00036
Multihazard Planning for Childcare

Issued this 7th Day of August, 2017

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00060.b
The Homeland Security Geospatial Concept-of-Operations (GeoCONOPS) for Planners and Decision Makers

Issued this 21st Day of Jun[illegible]

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00010.a
Animals in Disaster: Awareness and Preparedness

Issued this 4th Day of August, 2017

0.4 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00033.17
FEMA Initial Ethics Orientation 2017

Issued this 22nd Day of June, 2017

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00042
Social Media in Emergency Management

Issued this 5th Day of July, 2017

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a
An Introduction to Hazardous Materials

Issued this 1st Day of August, 2017

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00029
Public Information Officer Awareness

Issued this 13th Day of July, 2017

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00037.17
Managerial Safety and Health

Issued this 7th Day of July, 2017

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.h
Introduction to Incident Command System
ICS-100

Issued this 15th Day of June, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.hcb
Introduction to the Incident Command System
(ICS 100) for Healthcare/Hospitals

Issued this 2nd Day of August, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.hcb
Introduction to the Incident Command System
(ICS 100) for Healthcare/Hospitals

Issued this 3rd Day of August, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 31st Day of May, 2010

IACET

0.3 IACET CEU

Corbin Lohmann, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.fwa
Introduction to the Incident Command System,
ICS-100 for Federal Workers

Issued this 3rd Day of August, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.leb
Introduction to the Incident Command System
(ICS 100) for Law Enforcement

Issued this 7th Day of July, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00075
Military Resources in Emergency Management

Issued this 22nd Day of June, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.fda
Introduction to Incident Command System
(ICS 100) for Food and Drug Administration

Issued this 3rd Day of August, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.he
Introduction to the Incident Command System
ICS-100 for Higher Education

Issued this 3rd Day of August, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.a
ICS for Single Resources and Initial Action Incidents, ICS-200

Issued this 4th Day of June, 2010

IACET

Corina Lagunoto, PhD
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00201
Forms Used for the Development of the Incident Action Plan

Issued this 11th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00244.b
Developing and Managing Volunteers

Issued this 10th Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.4 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00106.17
Workplace Violence Awareness Training 2017

Issued this 22th Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.hca
Applying ICS to Healthcare Organizations
ICS-200 for Health Care/Hospitals

Issued this 3rd Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00241.b
Decision Making and Problem Solving

Issued this 6th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.sca
Introduction to Incident Command System
ICS-100 for School

Issued this 3rd Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 26th Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00230.d
Fundamentals of Emergency Management

Issued this 20th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.6 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00324.a
Community Hurricane Preparedness

Issued this 4th Day of August, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

1.0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00405
Mass Care/Emergency Assistance Overview

Issued this 11th Day of August, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00453
Introduction to Homeland Security Planning

Issued this 9th Day of July, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00317
Introduction to CERT

Issued this 20th Day of June, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.6 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00394.a
Protecting Your Home or
Small Business from Disaster

Issued this 27th Day of July, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.6 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00427
Overview of the Emergency Food and Shelter
National Board Program

Issued this 13th Day of July, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00315
CERT Supplemental Training:
The Incident Command System

Issued this 29th Day of June, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00325
Earthquake Basics
Science Risk and Mitigation

Issued this 24th Day of August, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00420
Implementing the Emergency Food and Shelter
National Board Program

Issued this 27th Day of July, 2017

IACET

Troy Darnell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00559
Local Damage Assessment

Issued this 19th Day of April, 2018

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00634
Introduction to FEMA's Public Assistance Program

Issued this 1st Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.4 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00702.a
NIMS Public Information Systems

Issued this [illegible] Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00547.a
Introduction to Continuity of Operations

Issued this 11th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00633
Debris Management Plan Development

Issued this 24th Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.6 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00706.a
National Incident Management System (NIMS)
An Introduction

Issued this 3rd Day of June, 2010

IACET

Corey Lightman, PhD
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00546.a
Continuity of Operations (COOP) Awareness Course

Issued this 11th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this 19th Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.4 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00860
Introduction to Public-Private Partnerships

Issued this 23rd Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00775
EOC Management and Operations

Issued this 15th Day of August, 2017

0.4 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 14th Day of August, 2017

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00807
Emergency Support Function (ESF) #7
Logistics Management and Resource Support

Issued this 15th Day of August, 2017

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00706
NIMS Intrastate Mutual Aid
an Introduction

Issued this 22nd Day of August, 2017

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 14th Day of August, 2017

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 14th Day of August, 2017

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 17th Day of August, 2017

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 1st Day of August, 2017

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 14th Day of August, 2017

0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 14th Day of August, 2017

IACET

0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 14th Day of August, 2017

IACET

0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00909
Community Preparedness
Implementing Simple Activities for Everyone

Issued this 12th Day of July, 2017

IACET

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 14th Day of August, 2017

IACET

0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 16th Day of August, 2017

IACET

0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00907
Active Shooter: What You Can Do

Issued this 14th Day of June, 2017

IACET

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 16th Day of August, 2017

IACET

0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

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 16th Day of August, 2017

IACET

0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00906
Basic Workplace Security Awareness

Issued this 23rd Day of June, 2017

IACET

0.1 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-01150
DHS Human Trafficking Awareness for FEMA Employees

Issued 8th 11th Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

IACET CEU

OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Electrical Safety for Employees
Basic

Topics covered in this training include: Related OSHA Standards; Electrical safety Programs; Recognizing Hazards; Electrical Terms - Volts, Ohms, and Amperes; Safe and Fatal Electric Shocks; Electrical Burns; High Voltage Hazards; Static Electricity; Overhead Hazards; Inspection; Grounding; Grounding Circuit Protection Devices; Lockout/tagout (LOTO); Overhead Power lines; Electrical Protective Equipment; and Training Requirements.

115

Student #

Issue Date

Hours

Original certificates are endorsed with the official OSHAcademy school stamp. Certificates can be validated through the OSHAcademy website.

OSHAcademy is a division of Delight Safety Group, Inc.
10333 SW Greenburg Rd., Ste 220
Tigard, OR, 97223, USA
Tel: +1.971.317.1351
Website: www.oshacademy.com

ISHM NSMS

OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Ergonomic Hazards in Construction

Topics covered in this training include: Ergonomic Risk Factors Inherent in the Worker (Age, Gender, Physical Activity, Strength, and Anthropometry); the Task (Force, Vibration, Repetition, Recovery Time, Duration, Posture); and the Environment (Illumination, Sound, Temperature, and Psychosocial).

152

Student #

Issue Date

Hours

Original certificates are endorsed with the official OSHAcademy school stamp. Certificates can be validated through the OSHAcademy website.

OSHAcademy is a division of Delight Safety Group, Inc.
10333 SW Greenburg Rd., Ste 220
Tigard, OR, 97223, USA
Tel: +1.971.317.1351
Website: www.oshacademy.com

ISHM NSMS

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00914
Surveillance Awareness: What You Can Do

Issued 8th 10th Day of July, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

IACET CEU

OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Hazard Communication
Basic

Topics covered in this training include: The HCS 2012 Standard; The Globally Harmonized System of Classification and Labeling of Chemicals (GHS); Hazardous Substances; Chemical Effects and Primary Routes of Entry; Hierarchy of Controls; Chemical Containers; Container Labeling; Pictograms; Safety Data Sheets (SDS); and Training Requirements.

105

Student #

Issue Date

Hours

Original certificates are endorsed with the official OSHAcademy school stamp. Certificates can be validated through the OSHAcademy website.

OSHAcademy is a division of Delight Safety Group, Inc.
10333 SW Greenburg Rd., Ste 220
Tigard, OR, 97223, USA
Tel: +1.971.317.1351
Website: www.oshacademy.com

ISHM NSMS

OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Biological Health Hazards in Construction

Topics covered in this training include: Biological Risk Factors; Exposure Routes; Control Methods and Measures for Mold and Poisonous Plants; Infectious Animals and Insects; Tick-borne Diseases; Lyme Disease; and West Nile Virus, Venomous Snakes, and Insects.

151

Student #

Issue Date

Hours

Original certificates are endorsed with the official OSHAcademy school stamp. Certificates can be validated through the OSHAcademy website.

OSHAcademy is a division of Delight Safety Group, Inc.
10333 SW Greenburg Rd., Ste 220
Tigard, OR, 97223, USA
Tel: +1.971.317.1351
Website: www.oshacademy.com

ISHM NSMS

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00912
Retail Security Awareness
Understanding the Hidden Hazards

Issued 8th 10th Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900
National Disaster Recovery Framework (NDRF) Overview

Issued this 20th Day of June, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

IACET CEU

OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Physical Health Hazards in Construction

Topics covered in this training include: Major Risk Factors; High-risk Occupations; Chemical Hazards; Chronic and Acute Health Effects; Exposure to Asbestos, Silica, and Lead; and Health Hazards While Working in Confined Spaces.

150

Student #

Issue Date

Hours

Original certificates are endorsed with the official OSHAcademy school stamp. Certificates can be validated through the OSHAcademy website.

OSHAcademy is a division of Delight Safety Group, Inc.
10333 SW Greenburg Rd., Ste 220
Tigard, OR, 97223, USA
Tel: +1.971.317.1351
Website: www.oshacademy.com

ISHM NSMS



OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

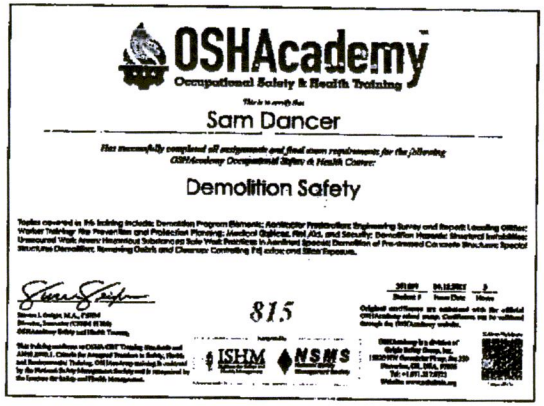
Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Confined Space Safety

Topics covered in this training include: Types of Confined Spaces, Safe Items for Confined Spaces, Permit Required Confined Spaces, Non-Permit Required Confined Spaces, Entry Team Responsibilities, Hazardous Conditions Inside a Confined Space, Confined Space Rescues, and Confined Space Training Requirements.

605

ISHM NSMS



OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Demolition Safety

Topics covered in this training include: Demolition Program Elements; Architectural Preservation; Engineering Survey and Report Locating Utilities; Worker Training; Fire Prevention and Protection Planning; Medical Services, First Aid, and Security; Demolition Hazards; Structural Instabilities; Unsecured Work Areas; Hazardous Substances; Safe Work Practices in Confined Spaces; Demolition of Pre-stressed Concrete Structures; Special Structures Demolition; Removing Debris and Cleanup; Controlling Fall Jobs; and Silica Exposure.

815

ISHM NSMS



OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Stairway and Ladder Safety

Topics covered in this training include: Types of Ladders, Portable Ladders; General Requirements for Ladders, Securing Ladders, Inspecting Ladders, Ladder Angle, General Requirements for Stairways, Stair Rail and Handrail Requirements, and Stairways Used During Construction.

603

ISHM NSMS



OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

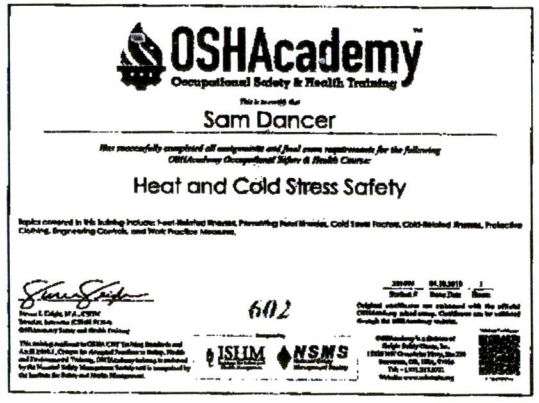
Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Introduction to Safety Management

Topics covered in this training include: Safety Management System Components, Commitment, Accountability, Employee Involvement, Effective Communications, Hazard Identification and Control Strategies, Accident Investigation Basics, Safety Education and Training, and Principles of Total Quality Safety Management.

700

ISHM NSMS



OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

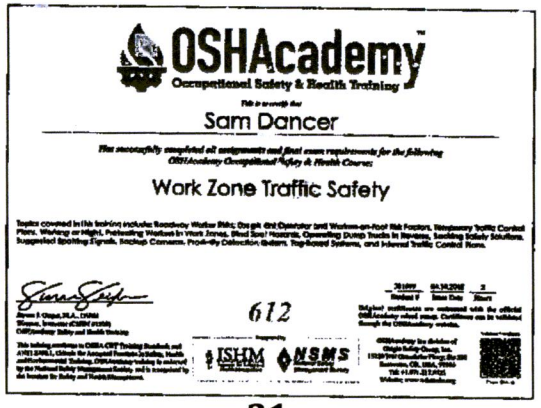
Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Heat and Cold Stress Safety

Topics covered in this training include: Heat-Related Illnesses, Preventing Heat Illnesses, Cold Stress Factors, Cold-Related Illnesses, Protective Clothing, Engineering Controls, and Work Practice Measures.

602

ISHM NSMS



OSHAcademy
Occupational Safety & Health Training

This is to certify that

Sam Dancer

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Work Zone Traffic Safety

Topics covered in this training include: Roadway Worker Risks; Dangerous Operator and Workers-on-Foot Risk Factors, Temporary Traffic Control Plans, Working at Night, Protecting Workers in Work Zones, Blind Spot Hazards, Operating Dump Trucks in Reverse, Sanding Safety Solutions, Suggested Spotting Signals, Backup Cameras, Proximity Detection System, Tag-Board Systems, and Inbound Traffic Control Plans.

612

ISHM NSMS

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00011.a
Animals in Disasters: Community Planning

Issued this 10th Day of August, 2017

IACET

Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00010.a
Animals in Disaster: Awareness and Preparedness

Issued this 7th Day of August, 2017

IACET

Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a
An Introduction to Hazardous Materials

Issued this 4th Day of August, 2017

IACET

Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA M GARCIA

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 7th Day of July, 2013

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00201
Forms Used for the Development of the Incident Action Plan

Issued this 18th Day of July, 2017

IACET

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00317
Introduction to CERT

Issued this 7th day of July, 2017

IACET

0.6 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00042
Social Media in Emergency Management

Issued this 6th Day of July, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA M GARCIA

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 12th Day of January, 2015

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00315
CERT Supplemental Training: The Incident Command System

Issued this 7th Day of July, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00037.17
Managerial Safety and Health

Issued this 7th Day of July, 2017

IACET

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System ICS-100

Issued this 19th Day of June, 2017

IACET

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00244.b
Developing and Managing Volunteers

Issued this 11th Day of August, 2017

IACET

0.4 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00546.a
Continuity of Operations (COOP) Awareness Course

Issued this 11th Day of July, 2017

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00633
Debris Management Plan Development

Issued this 7th Day of August, 2017

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA M GARCIA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 7th Day of November, 2017

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00453
Introduction to Homeland Security Planning

Issued this 7th Day of July, 2017

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this 30th Day of June, 2017

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00860
Introduction to Public-Private Partnerships

Issued this 30th Day of August, 2017

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00324.a
Community Hurricane Preparedness

Issued this 11th Day of August, 2017

1.9 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00547.a
Introduction to Continuity of Operations

Issued this 12th Day of July, 2017

0.3 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00634
Introduction to FEMA's Public Assistance Program

Issued this 2nd Day of August, 2017

0.4 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00775
EOC Management and Operations

Issued this 11th Day of August, 2017

0.4 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00907
Active Shooter: What You Can Do

Issued this 9th Day of July, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOHN R SULLIVAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00020.18
Diversity Awareness Course 2018

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00706
NIMS Intrastate Mutual Aid
an Introduction

Issued this 23rd Day of August, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00906
Basic Workplace Security Awareness

Issued this 6th Day of July, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900
National Disaster Recovery
Framework (NDRF) Overview

Issued this 3rd Day of August, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00702.a
NIMS Public Information Systems

Issued this 10th Day of August, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

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 2nd Day of August, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LISA G WALSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00909
Community Preparedness
Implementing Simple Activities for Everyone

Issued this 12th Day of July, 2017

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a
An Introduction to Hazardous Materials

Issued this 4th Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOHN R SULLIVAN

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 7th Day of May, 2018

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JOHN R SULLIVAN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System
ICS-100

Issued this 7th Day of May, 2018

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00011.a
Animals in Disasters: Community Planning

Issued this 10th Day of August, 2017

IACET

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CLIFTON KENNEDY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b
Introduction to Incident Command System
ICS-100

Issued this [illegible] Day of May, 2018

IACET



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CLIFTON KENNEDY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 17th Day of April, 2018

IACET

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CLIFTON KENNEDY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this [illegible] Day of March, 2018

IACET

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.**

N/A

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.**

N/A
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 Kristy Fuentes

Signature of vendor doing business with the governmental entity

Kristy Fuentes
VP/ Secretary/ Treasurer

4/29/19
Date

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, Kristy Fuentes, 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: _____
Kristy Fuentes, Vice President/ Secretary/ Treasurer

Subscribed and sworn to before me this 28 day of April, 2015.

_____
David Hebert III LSSA# 18943

Notary Public

My commission expires: at death, 20____

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: Kristy Fuentes
Print Name: Kristy Fuentes
Title: Vice President/ Secretary/ Treasurer
Telephone Number: (888) 721-4372
Date: 4/29/19

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 "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, DRC Emergency Services, LLC **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, DRC Emergency Services, LLC **, 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

Kristy Fuentes, Vice President/ Secretary/ Treasurer

Name and Title of Contractor's Authorized Official

4/29/21

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: DRC Emergency Services, LLC

Printed Name and Title of Authorized Representative: Kristy Fuentes, VP/ Secretary/ Treasurer

Signature of Authorized Representative: _____

Date: 4/21/14

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: DRC Emergency Services, LLC **Telephone No.** (888) 721-4372

dba Name: N/A

Legal Name: DRC Emergency Services, LLC

Mailing Address : 110 Veterans Blvd. Suite 515 Metairie, LA 70005 **Fax No.** (504) 482-2852

Physical Address: 110 Veterans Blvd. Suite 515,

City, State, Zip Metairie, LA 70005 **Tax I.D. No.** 63-1283729

Remit to Address : 110 Veterans Blvd. Suite 515, **City, State, Zip** Metairie, LA 70005

E-Mail Address: Kfuentes@drcusa.com

Representative(s) Name(s) & Title(s) Kristy Fuentes, Vice President, Secretary, Treasurer

Type of Organization (check one): ____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Non-Profit**
__x__ **LLC** ____ **Sole Proprietor** ____ **Other, Specify**
State Identification No. 63-1283729 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Alabama **Date:** 9/12/2001 **Other:**

Type of Business (check one): ____ **Manufacturer** ____ **Wholesaler** ____ **Retailer** ____ **Broker**
____ **Distributor** __x__ **Service Organization** ____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
John Sullivan, President and Kristy Fuentes, Vice PResident, Secretary, Treasurer

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

DRC is not a small or disadvantaged 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

- ☐ 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): N/A **or are Certificate(s) attached?:** ☐ Yes ☒ No

What type of product(s) is/are solicited by your company?: Debris removal, emergency management

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

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.
DRC Emergency Services, LLC

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) ▶ P
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.)
6702 Broadway Street

Requester's name and address (optional)

6 City, state, and ZIP code
Galveston, Texas 77554

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
6 3 – 1 2 8 3 7 2 9

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** ▶ Kristy Fuentes | Kristy Fuentes, VP/ Secretary/ Treasurer **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.

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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	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.

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).:N/A 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: 7th Echelon, LLC HUB Status: Certified HUB, SBE, VOSB, MWBE
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☒Other State Texas, City of Houston, Port of Houston, Dept of Veteran's Affairs
Address: 11601 Shadow Creek Parkway Suite 111-252 City: Pearland State: TX Zip: 77584
Contact Person: Ed Melton Title: Chief Executive Officer Phone No.: (312)401-1788
Subcontract Amount: $ TBD 15% Description of Work to be Performed:
Logistics management, emergency services procurement, and project management.

HUB Subcontractor Name: 1st Global Group HUB Status: Service Disabled, Veteran Owned Small Business; 8a Certified
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☒ Other Dept. of Veteran's Affairs
Address: 2621 S. Custer City: Wichita State: KS Zip: 67217- 1323
Contact Person: David Nicodemus Title: Vice President Phone No.: (913) 269-4259
Subcontract Amount: $ TBD 15% Description of Work to be Performed: Push crews, debris removal, load and haul

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:

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 557493983
Functional Area: Entity Management, Performance Information

ENTITY	DRC Emergency Services, LLC	Status: Active
DUNS: 557493983	+4:	CAGE Code: 4A7V9 DoDAAC:
Expiration Date: Oct 23, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: Yes
Address: 13 Evia Main City: Galveston ZIP Code: 77554-2925		State/Province: TEXAS Country: UNITED STATES

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

1 of 8 pages

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.

2 of 8 pages

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

BY: _____
Signature
Print Name: Kristy Fuentes
Company Name: DRC Emergency Services, LLC
Date: 4/29/19

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

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2636
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

Kristy Fuentes
Vice President/ Secretary/ Treasurer

4/29/19
Date

Please see the following documents attached:

- Pricing Worksheet-A
- Pricing Worksheet-B

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**	
	$9.45	10,155,000	$95,964,750.00	**$0.00**
3 ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$10.98	3,385,000	$37,167,300.00	**$0.00**
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible non-RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$22.65	100	$2,265.00	**$0.00**
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible RACM structures on private property.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$42.65	100	$4,265.00	**$0.00**
6 DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$1.95	13,540,000	$26,403,000.00	**$0.00**
7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$3.50	10,155,000	$35,542,500.00	**$0.00**
8 Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$2.85	3,385,000	$9,647,250.00	**$0.00**
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	**$ Per Cubic Yard**	**Estimated CY**	**Total**	
	$5.75	2,640,300	$15,181,725.00	**$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	$65.00	752	$48,880.00 $0.00
13 inch to 24 inch diameter	$110.00	1,344	$147,840.00 $0.00
25 inch to 36 inch diameter	$170.00	668	$113,560.00 $0.00
37 inch to 48 inch diameter	$260.00	96	$24,960.00 $0.00
49 inch and larger diameter	$360.00	16	$5,760.00 $0.00
Hanger Removal (2" or greater at the break and price per Tree)	$85.00	108,936	$9,259,560.00 $0.00
11 Removal of Eligible Hazardous Stumps Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	**$ Per Stump**	**Estimated Stumps**	**Total**
24.1 inch to 36 inch diameter	$200.00	334	$66,800.00 $0.00
37 inch to 48 inch diameter	$250.00	48	$12,000.00 $0.00
49 inch and larger diameter	$350.00	8	$2,800.00 $0.00
12 Removal of Eligible White Goods Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
	$95.00	100	$9,500.00 $0.00
13 Removal of Eligible Used Electronics Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
	$45.00	50	$2,250.00 $0.00
14 Removal of HHW Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	**$ Per Pound**	**Estimated Units**	**Total**
	$9.95	100	$995.00 $0.00
15 Abandoned Eligible Vessel and Vehicle Removal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.	**$ Per Unit**	**Estimated Units**	**Total**
	$350.00	50	$17,500.00 $0.00
16 Eligible Animal Carcass Removal and Disposal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.	**$ Per Unit**	**Estimated Units**	**Total**
	$500.00	100	$50,000.00 $0.00
Total Estimated Contract Price			$ 229,675,460.00 -

(Total Price in words: and No Cents) Two Hundred Twenty-Nine Million Six Hundred Seventy-Five Thousand Four Hundred Sixty Dollars and No/100 ***Enter Firm Name*** JDRC Emergency Services, LLC

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	$125.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	$75.00
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$90.00
Laborer with Tools (1 man, toss)	Hour	$45.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$90.00
I Total Hourly:	Hour	$425.00

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator,Fuel, Maintenance Included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$125.00
Backhoe	Cat 416	Hour	$160.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	$160.00
Wheel Loaders	Cat 950	Hour	$180.00
Wheel Loaders	Cat 966	Hour	$190.00
Wheel Loaders	Cat 980	Hour	$200.00
Tracked Loader	Cat 955	Hour	$185.00
Towed Loader w/ Tractor	Prentice 210	Hour	$250.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$255.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$260.00
Dozer	CatD4	Hour	$200.00
Dozer	CatD5	Hour	$250.00
Dozer	CatD6	Hour	$275.00
Dozer	CatD7	Hour	$300.00
Dozer	CatD8	Hour	$325.00
Excavators	Cat 320	Hour	$175.00
Excavators	Cat 325	Hour	$185.00
Excavators	Cat 330	Hour	$195.00
Tractor w/ Box Blade	80Hp	Hour	$100.00
Motor Grader	Cat 120G	Hour	$150.00
30 Ton Crane	30Ton	Hour	$225.00
50 Ton Crane	50 Ton	Hour	$375.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$675.00
Bucket Truck	Up to 50' reach	Hour	$245.00
Bucket Truck	50' to 75' reach	Hour	$345.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$195.00
Mechanized Broom	Street Sweeper	Hour	$245.00
Water Truck	2000 Gallon	Hour	$120.00
Service Truck	N/A	Hour	$120.00
Stump Grinder	Vermeer252	Hour	$345.00
Stump Grinder	Vermeer752	Hour	$445.00
Stump Grinder	Vermeer 60TX	Hour	$645.00
Chipper w/2 man crew	Morbark Stmm	Hour	$425.00
12-Foot Tub Grinder	Morbark 1200	Hour	$545.00
13-Foot Tub Grinder	Morbark 1300	Hour	$645.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$745.00
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$150.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$160.00
SOT Lowboy Trailer (Equip.TranS]'_ort w/ Tractor)_	50 Ton	Hour	$160.00
Truck Mounted Winch	Tow Truck	Hour	$145.00
Vacuum Trucle/Jetter	3500 Gallon	Hour	$295.00
Hauling Vehicles (Operator, Fuel, Maintenance Included)			
Dump Truck	5 to 15 CY	Hour	$100.00
Dump Truck	16to24CY	Hour	$120.00
DumpTmck	25 to 34 CY	Hour	$130.00
Dump Truck (Trailer Dump w/ Tractor)	35 to44 CY	Hour	$140.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$150.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$175.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$185.00
Dump Truck (Trailer Dump w/ Tractor)	>75CY	Hour	$200.00
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Hour	$65.00
Pickup Truck	3/4 Ton, Ext. Cab	Hour	$65.00
Pikup Truck, 4x4	4x4	Hour	$75.00
Pickup Truck	1 Ton	Hour	$75.00
Box Truck	3/4 Ton	Hour	$150.00
Passenger Car	Full size	Hour	$65.00
20' Trailer	20 Foot	Hour	$250.00
36 'Trailer	36 Foot	Hour	$350.00
Flatbed Trailer	Gwvto450	Hour	$150.00
Transportation Vehicles (Operator,Fuel,Maintenance included)			
Pickup Truck	1/2 Ton	Day	$650.00

Pickup Truck	3/4 Ton	Day	$650.00
Pickup Truck	1 Ton	Day	$650.00
Box Truck	3/4 Ton	Day	$900.00
Utility Van	3/4 Ton	Day	$900.00
Passenger Van	9 Passenger	Day	$900.00
Passenger Car	Full size	Day	$600.00
Response Trailer	20-30 Foot	Day	$1250.00
Marine Resources (Operator, Fuel, Maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$5,500.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$5,000.00
33' Fast Barge with Winch	Crew of 2	Day	$4,000.00
14' Utility Boat w th Motor (Work Boat)	With Crew	Day	$3,750.00
12' Utility Boat with Motor (Work Boat)	WithCrew	Day	$3,500.00
12' Utility Boat without Motor (Work Boat)	WithCrew	Day	$2,500.00
Tank Diver with Gear	Individual	Hour	$300.00
Hardhat Diver with Gear	Individual	Hour	$300.00
Scuba Bottle Refill (Air)	80	Each	$45.00
Air Pump with multi Breathing lines	Brownie Lung	Day	$350.00
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	$750.00
Office Trailer	40 Foot	Day	$750.00
Storeage Contatiner	40 Foot	Day	$650.00
Portable Eyewash Station	OSHA Spec	Day	$550.00
First Aid Station	OSHA Spec	Dny	$450.00
Portable Toilet (Port a John)	Single	Week	$550.00
Observation Tower	USACE Spec	Each	$3,500.00

Sunken Vessel Removal

Description	Unit	Price
Marine Salavage Operations	Per Linear Foot	
Less than 20 feet		$185.00
20 to 25 feet		$195.00
25 to 30 feet		$225.00
Greater than 30 feet		$250.00
Land Based Salavage Operation	Per Linear Foot	
Less than 20 feet		$100.00
20 to 25 feet		$120.00
25 to 30 feet		$130.00
Greater than 30 feet		$140.00

Emergency Drinking Water and Ice Supply

Drinking Water

Cases		Price/Case	Per Unit	Per Pallet
1-75		$12.85	N/A	N/A
75-375		$12.85	N/A	N/A
376-750		$12.85	N/A	N/A
751-1500		$12.85	N/A	N/A

Ice Supply

Packaged Ice Delivered			Per Pound	$0.75

Emergency Sleeping Quarters

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

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

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

Shower Facilities	Unit Rental Price		Laundry Facility	Unit Rental Price
1 -14HeadShower Trailer Unit	See attached		*Laundry Trailer Unit*	See attached

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 Contains: 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	510.00	$2805.00
56 kW Generator	$600.00	$3300.00
100 kW Generator	$720.00	$3960.00
175 kW Generator	$1,455.00	$8002.00
250 kW Generator	$2,070.00	$11385.00
320 kW Generator	$2,975.00	$16,240.00
500 kW Generator	$3,675.00	$20212.00
800 kW Generator	$5,400.00	$29700.00
1000 kW Generator	$6,960.00	$38,280.00
1500 kW Generator	$10,590.00	$58245.00

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	$1000.00
1,000 gallon single wall tank	Portable Storage Tank	Per Day	$1500.00
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	Per Day	$1500.00
6,000 gallon or greater tank	Portable Storage Tank	Per Day	$2500.00
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	Per Day	$750.00
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	Per Day	$1500.00
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	Per Day	$4500.00
Truck with Man	Transport Truck w/trailer or Bobtail Truck	Per Day	$975.00
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	Per Day	$4250.00
Mobile Fuel Station	12,000 Gal capacity on trailer	Per Day	$6500.00
FracTank	20,000 gallon frac tank	Per Day	$10000.00
Labor	Man to operate fuel station or fuel vehicles	Per Day	$450.00

Fuel

Item	Description	Purchase Price	Unit
Fuel	Gasoline	$4.00	Per gallon
Fuel	Diesel	$5.50	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	$1500.00
6 month	$1500.00
9 month	$1500.00
12 month	$1500.00

Bandwidth

Service	Monthly Cost
Disaster Response	$1500.00

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

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 x / No

Temporary Office Trailers, Mobile Command Center Price Schedule

Single Unit

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

Category	Rate	Unit
Setup Fee:	$4,500.00	One time
Single Unit	$7,500.00	Per month

Single Unit

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

Category	Rate	Unit
Setup Fee:	$4500.00	One time
Single Unit	$8000.00	Per month

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

Category	Rate	Unit
Setup Fee:	$4500.00	One time
Single Unit	$10000.00	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	$2800.00	Per month
Port-o-let (per unit)	$190.00	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	$1000.00	$100.00	$6000.00	$24000.00
6" Trash Pump Package	$2000.00	$200.00	$12000.00	$48000.00
6" Hydraulic Pump with Power Pack	$2500.00	$250.00	$15000.0	$60000.00
8" Hydraulic pump with Power Pack	$3750.00	$375.00	$22500.00	$90000.00

Drying In, Decontamination, Mold Remediation, restoration Price Schedule
Categories/Descriptions

Drying Equipment	Unit	Rate
Dehumi ification Unit (50cfm-100cfm)	Day	$1000.00
Dehumidification Unit (110cfm-200cfm)	Day	$1500.00
Dehumidification Unit (220cfm-300cfm)	Day	$2000.00
Dehumidification Unit (500cfin-600cfm)	Day	$4000.00
Dehumidification Unit (1000cfm)	Day	$6000.00
Dehumidification Unit (2000cfm-2250cfin)	Day	$15000.00
Dehumidification Unit (3500cfm)	Day	$20000.00
Dehumidification Unit (4500cfm-5000cfm)	Day	$25000.00
Dehumidification Unit (8500cfm)	Day	$25000.00
Dehumidification Unt (15,000cfm)	Day	$27500.00
Miscellaneous Equipment		
40 Ton AC Unit	Day	$25000.00
100 Ton Chiller Unit	Day	$30000.00
200 Ton Chiller Unit	Day	$37500.00
Air ComQressor {110 esi)	Day	$250.00
Air Compressor (125 psi)	Day	$300.00
Air Mover	Day	$250.00
Buffer, Floor	Day	$350.00
Cart, Tilt/Demolition	Each	$350.00
Dolly, 2-WhV4-Whl/Drm/Whlbr	Each	$350.00
Electrical Dist. Panel (Seider Box)	Each	$750.00
Electrical Kit (Ext. Cord GF), Surge Protector	Each	$100.00
Extraction Unit (Portable)	Day	$2500.00
Extraction Unit (Trailer)	Day	$5000.00
Filtration Unit	Each	$350.00
Fire Extin ishe	Each	$75.00
First Aid Kit	Each	$150.00
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Ba	Each	$150.00
HEPA Filtration Unit (10,000cfin)	Day	$300.00
HEPA Filtration Unit (2,000cfin)	Day	$400.00
Light, Portable	Each	$450.00
Light, Stand	Each	$350.00
Light, String	Each	$200.00
Mobile Commande Center	Day	$750.00
Negative Pressure Recorder	Each	$1500.00
Ozone Machine	Day	$1500.00
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	$250.00
Pump, Small	Day	$2000.00
Pump, Flood	Day	$4500.00
Respirator, Negative Pressure (Half Face)	Each	$400.00
Respirator, PAPR (Full Face)	Each	$500.00
Radio, Job Site	Day	$350.00
Shower/Wash Station	Day	$12500.00
Sprayer, Airless	Each	$250.00
Thermal Image Camera	Day	$350.00
Trailer	Day	$550.00
Truck, 24ft	Day	$500.00
Truck, Pick-Up	Day	$600.00
Truck, Water Extraction	Day	$900.00
Vacuum, (Wet/Dry)	Each	$3950.00
Vacuum, HEPA	Each	$400.00
Van/Bus	Day	$500.00
Vent/Wall Cavity Drying Unit	Day	$500.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	$400.00

Storage Containers

Description	Monthly Rate
40' Conex Box	$9900.00
20' Conex Box	$7900.00

Hidalgo County Emergency Shelter

4.29.19

Emergency Sleeping Quarters | $160,335

- 200 Man Structure Tent
- Carpeted Flooring
- Sidewalls
- Personnel doors
- HVAC
- Cots (300 lb capacity)
- Bedding (sheets, blankets & pillows)
- Based on 30 day rental period
- Pricing includes mobilization & demobilization costs

Dining Facility | $1,904,140

- Dining Tent with 64 tables and 512 chairs
- Carpeted Flooring
- Three meals per day per worker
- Hot breakfast, box lunch and hot dinner
- 1800- 2200 Calories per person per day
- Snacks and beverages available 24 hours
- Based on 30 day rental period
- Pricing includes mobilization & demobilization

Restroom Facility

- 150 Person Camp | $147,000
- 250 Person Camp | $264,600
- 500 Person Camp | $514,500
- Daily Cleaning & Servicing
- Restroom Services assumes connectivity to local water, sewer and power
- Based on 30 day rental period
- Pricing includes mobilization & demobilization

Shower Facility| $166,800

- 14 Head Shower Unit
- On demand hot water
- Male/ Female divided facilities
- Private dressing room
- Soap dispensers, sinks and mirrors
- Shower Services assumes connectivity to local water, sewer and power
- Based on 30 day rental period
- Pricing includes mobilization & demobilization

Laundry Facility | $92,320

- Top load commercial washers

- Front load commercial dryers
- Hot and cold water
- Wash, Dry & Fold Service
- Laundry Services assumes connectivity to local water, sewer and power
- Based on 30 day rental period
- Pricing includes mobilization & demobilization
-

Tab 3: References

Debris Removal & Disposal

Please see References Exhibit attached.

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: City of Port Aransas, Texas	
Contact Name: David Parsons	Contact Title: Purchasing Agent
Phone: 361-749-4111	Email: davidparsons@cityofportaransas.org
Date and Scope of Services Provided: August 2017-Present; emergency debris removal in response to Hurricane Harvey.	

Reference #2:

Client / Company Name: Jefferson County, Texas	
Contact Name: Patrick Swain	Contact Title: County Auditor
Phone: 409-835-8500	Email: pswain@co.jefferson.tx.us
Date and Scope of Services Provided: August 2017-December 2017; emergency debris removal in response to Hurricane Harvey.	

Reference #3:

Client / Company Name: City of Texas City, Tx	
Contact Name: Tom Munoz	Contact Title: Emergency Manger

Phone: 409-739-4779	Email: tmunoz@texas-city-tx.org
Date and Scope of Services Provided: August 2017-Present; emergency debris removal in response to Hurricane Harvey.	

Reference #4:

Client / Company Name: City of Bellaire, TX	
Contact Name: Michael Leech	Contact Title: Director of Public Works
Phone: 713-662-8154	Email: pw@bellairetx.gov
Date and Scope of Services Provided: September 2017-May 2018; emergency debris removal in response to Hurricane Harvey.	

The following is the Hidalgo County's Questionnaire for prospective bidders in the order it was given and requested:

A. Name of a person who is authorized to answer questions regarding the firm's proposal.

The person authorized to answer questions regarding the proposal is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: Kfuentes@drcusa.com.

B. Year the firm was estabilished and former names of the firm, if applicable.

The company was formed in 1989 in response to Hurricane Hugo. DRC formally operated as DRC Communications and Logistics. In 2005 DRC began operating as DRC Emergency Services, LLC. Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 12 million cubic yards during 39 simultaneous activations. Having performed debris operations across the Continental United States and internationally for three decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

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.

John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

John Sullivan, as well as Todd and Billy Sullivan, are principals of the company.

For other key personnel, please see Question E

D. Supply the name of the person who will serve as a 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.

Clif Kennedy, Regional Manager

As a former Captain in the U.S. Marine Corps, Mr. Kennedy was responsible for the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. Additionally, his management background in a commercial real estate development and an international non-profit have broadened his capabilities in effective leadership. As a Regional Manager, Mr. Kennedy is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. His major recent activations include: Hurricanes Michael, Florence and Harvey. Upon joining the DRC team, Mr. Kennedy was immediately activated in response to Hurricane Harvey and worked closely with the City of Houston and

Harris County. Mr. Kennedy also worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey. During this project he coordinated with 8 different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

Mr. Kennedy has a B.A. in Political Science from Texas A&M University. He is a Texas resident and has resided in Houston since 2010 with his Wife, Kat, and their four children.

The Primary Contact/Supervisor for Hidalgo County is Clif Kennedy who can be reached at (888) 721-4372, by cell: (713) 715-8772 or by email: Ckennedy@drcusa.com.

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.

Key Personnel

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling operations and transportation companies exceeding $200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Cliff Lowe, Vice President of Business Development

Cliff Lowe has over ten years of experience in the disaster management industry and has managed federal projects around the globe, giving him a unique knowledge of state and federal contracts. Since he has been with DRC, Mr. Lowe aided in the Hurricane Michael recovery at the Tyndall Air force Base in Florida. As DRC's Vice President of Business Development, Mr. Lowe is responsible for the day to day management of DRC's Regional Manager Team, sales and marketing, and coordinating with DRC's sister company.

Mr. Lowe was previously employed at HDR Engineering and Construction, where he worked as a Project Manager for HDR's OCUNUS Program. The program collectively performed 300 million cubic yards of work in Iraq, Afghanistan, and Kuwait. In 2016, he was awarded the Pathfinder of Distinction for Leadership for his role in Hurricane Matthew recovery efforts.

Mr. Lowe has a Bachelor's Degree of Science and a Master's Degree of Science, both obtained at Texas A&M University.

Joe Newman, Vice President of Operations

With more than 13 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As Vice President of Operations, Mr. Newman provides operational oversite in order to measures progress and adjust processes to ensure the success of the project. Mr. Newman oversees all project managers and works closely with management personnel to maintain efficient team structure during an activation.

Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. His recent project activations include Hurricanes Michael, Florence, Harvey, Maria, and Irma. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

Sam Dancer, Field Supervisor and Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

Mark Bush, Project Manager

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time

management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely. Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX

Lisa Garcia, Contracts Manager

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

F. List any certifications or licenses help by the firm's principals or employees that are related to Debris Management.

John Sullivan, President

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b

Mark Stafford, Vice President of Response and Recovery

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900
Other Certifications: Hazwoper

Kristy Fuentes, Vice President of Compliance and Administration

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900
Other Certifications: Hazwoper

Cliff Lowe, Vice President of Business Development

Certifications: 40 Hour HAZWOPER, License Asbestos Inspector

Joe Newman, Vice President of Operations

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900
Other Certifications: Hazwoper

Clif Kennedy, Regional Manager

FEMA Certifications: IS 100, IS 00632.a, IS 00700.a

Sam Dancer, Field Supervisor and Project Manager

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS-29, IS-33.17, IS-37.17, IS-42, IS-60.b, IS-75, IS-100.a, IS-100.b, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-100.sca, IS-106.17, IS-200.a, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-808, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-914, IS-1150, IS-2900

OSHA Certifications: OSHA-105, OSHA-115, OSHA-150, OSHA-151, OSHA-152, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-700

Other Certifications: ADEM – QCI Certification, Hazwoper, access to a TWIC card, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

Mark Bush, Project Manager

Other Certifications: TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, CPR AED Certified

Lisa Garcia, Contracts Manager

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900
Other Certifications: Hazwoper

G. List any additional experience that would make the firm uniquely qualified for this project.

2018	Contracting Agency	Description of Work	Contract Amount
November	Sampson County	Hurricane Florence (DR-4393) – Disaster Debris Removal Services	$23,484.79
October	Jones County	Hurricane Florence (DR-4393)	$209,953.44
October	GDOT-Colquitt	Hurricane Michael (DR-4399)	Est. $326,471.84
October	FDOT Region 3 Bay and Calhoun Counties	Hurricane Michael (DR-4399)	Work In Progress
October	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Hurricane Michael (DR-4399)	Work In Progress
October	Southport, NC	Hurricane Florence (DR-4393)	$467,856.46
October	Greene County, NC	Hurricane Florence (DR-4393)	$12,779.24
October	Jackson County, FL	Hurricane Michael (DR-4399)	Work In Progress
October	Holmes County, FL	Hurricane Michael (DR-4399)	Est. $1.2 million
October	Pamlico County, NC	Hurricane Florence Veg Disposal (DR-4393)	Est. $1.1 million
September	Carolina Beach, NC	Hurricane Florence Sand Debris Removal	$19,158.60
September	Jasper, SC	On Call Tree Trimming and Removal	Work In Progress

September	Topsail Beach, NC	Hurricane Florence (DR-4393)	Est. $460,000
September	Surf City, NC	Hurricane Florence (DR-4393)	Est. $1.4 million
September	Pine Knoll Shores	Hurricane Florence (DR-4393)	$926,151.47
September	Burgaw, NC	Hurricane Florence (DR-4393)	Est. $260,000
September	Havelock, NC	Hurricane Florence (DR-4393)	$1,193,356.81
September	Wilmington, NC	Hurricane Florence (DR-4393)	$18.3 million
September	Pender County, NC	Hurricane Florence (DR-4393)	Est. $10,200,000
September	Pinellas County, FL	Red Tide-Fish Kill	$6,895,562.29
May	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	Est. $300,000
March	ACCA-Jacksonville	Severe Thunderstorms and Dangerously High Winds (DR-4362)	$3,889,408.12
March	Jacinto City, TX	Debris Removal from Temporary Site	$80,000.00
March	ACCA-Calhoun County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	$882,966.84
March	ACCA-St. Clair County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	$237,601.18
2017	**CONTRACTING AGENCY**	**DESCRIPTION OF WORK**	**CONTRACT AMOUNT**
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	Est. $50 million
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - **Hurricane Irma (DR-4337)**	$5,060,786.86
October	North Miami Beach, FL	Debris Management and Reduction - **Hurricane Irma (DR-4337)**	$2,383,018.23
October	Monroe County, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$11,648,125.84
September	Florida Department of Environmental Protection	Marine Debris Removal - **Hurricane Irma (DR-4337)**	$416,444.79
September	Brunswick, GA	Debris Removal - **Hurricane Irma (DR-4338)**	$642,298.98
September	Orlando, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$570,879.96
September	Piney Point Village, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$ 30,010.87
September	Debary, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$ 1,073,891.11
September	Inverness, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$97,056.16
September	Indian Creek Village, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$142,821.03
September	Bellaire, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$ 1,279,672.03
September	Daytona Beach, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$923,524.92
September	Surfside, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$103,132.63

September	Orange City, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$478,643.62
September	St. Augustine, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$469,540.11
September	DeLand, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,190,026.81
September	Waller County, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$31,010.87
September	Doral, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$41,121.84
September	Cutler Bay, FL	Emergency Cut & Toss - **Hurricane Irma (DR-4337)**	$ 98,530
September	Fernandina Beach, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$835,621.90
September	Coconut Creek, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,273,788.48
September	Largo, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$715,802.20
September	Fort Lauderdale, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$8,196,643.97
September	Citrus County, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$1,648,345.56
September	North Miami, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$2,383,018.23
September	Miami, FL	Debris Removal - **Hurricane Irma (DR-4337)**	$9,851,246.94
September	FDOT – District 2	Emergency Cut & Toss - **Hurricane Irma (DR-4337)**	$563,069.00
September	Coconut Creek, FL	Food Activation - **Hurricane Irma (DR-4337)**	$16,839.99
September	Palm Beach Gardens, FL	Food Activation - **Hurricane Irma (DR-4337)**	$55,125.00
September	Taylor Lake Village, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$17,246.1
September	Humble, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$173,411.09
August	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$1,062,849.32
August	Port Arthur, TX	Emergency Supplies - **Hurricane Harvey (DR-4332)**	Est. $300,000
August	Harris County, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$33,677,520.71
August	Texas City, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$217,981.17
August	Houston, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	Work in Progress
August	TXGLO, TX	Beach Restoration - **Hurricane Harvey (DR-4332)**	$400,000
August	Jefferson County, TX	Emergency Supplies and Debris Removal - **Hurricane Harvey (DR-4332)**	$5,027,062.72
August	City of Port Aransas, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	Est. $15,000,000
August	City of Aransas Pass, TX	Debris Removal - **Hurricane Harvey (DR-4332)**	$7,595,915.65
August	City of Pasadena, TX	Food Services - **Hurricane Harvey (DR-4332)**	$20,000

March	Chambers County, TX	Building Restoration as a result of a Tornado	$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - **February 2016 Tornado**	$94,646.55
2016	**Contracting Agency**	**Description of Work**	**Contract Amount**
November	Greene County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$160,943.04
November	GDOT – Chatham County	Emergency Routine Maintenance - **Hurricane Matthew (DR-4284)**	$1,393,613.05
November	Pender County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$1,162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - **Hurricane Matthew (DR-4285)**	$148,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$899,548.29
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4285)**	$929,414.68
October	City of Debary, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$253,680.85
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$2,553,510.44
October	City of DeLand, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - **Hurricane Matthew (DR-4283)**	$856,579.69
September	Leon County, FL	Debris Removal - **Hurricane Hermine (DR-4280)**	$1,591,250.93
September	Citrus County, FL	Debris Removal - **Hurricane Hermine (DR-4280)**	$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$975,792.64
August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - **Louisiana Severe Storms and Flooding (DR-4277)**	$66,153.72
August	Coastal Water Authority Houston, TX	Lake Houston Dam Debris Removal and Road Restoration	$1,624,328.13
June	City of Desoto, TX	Meadow Creek Park Remediation Resulting - **May Tornado**	$1,030,62.00

June	Caldwell Parish, LA	March 2016 Flood - **Louisiana Severe Storms and Flooding (DR-4263)**	$16,401.60
June	St. James Parish, LA	Haul Out - **February 2016 Tornado**	$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	**May 2016 Wind Event**	$198,105.72
May	Texas Department of Transportation – Smith & Cherokee County	Debris Removal - **April 2016 Tornado**	$558,910.69
May	New Hanover County, NC	Debris Removal - **May 2016 Tornado**	$41,351.56
April	Texas Department of Transportation – Hunt County	On-Call Tree Trimming	Maintenance Contract
April	Harris County, TX	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$504,198.86
April	City of Houston, TX	Debris Removal - **Texas Severe Storm and Flooding DR-4269**	$2,728,745.37
April	Texas Department of Transportation – Denton County	Tree Trimming & Tree and Brush Removal	Maintenance Contract
March	Tangipahoa Parish, LA	Debris Removal - **Louisiana Severe Storms and Flooding (DR-4263)**	$72,224.79
February	Texas Department of Transportation – Hill County	Tree Trimming and Removal	Maintenance Contract
January	Prince George's County, MD	Snow Removal - **Winter Storm Jonas**	$179,188.75
January	Loudon County, VA	Snow Removal - **Winter Storm Jonas**	$223,113.50
January	Maryland Department of General Services	Snow Removal - **Winter Storm Jonas**	$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - **Winter Storm Jonas**	$122,550.00
January	State of Maryland – Highway Authority	Snow Removal - **Winter Storm Jonas**	$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	$28,991.76
January	Texas Department of Transportation – McLennan County	Tree Trimming and Removal	Maintenance Contract
2015	**Contracting Agency**	**Description of Work**	**Contract Amount**
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. $136,298
October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	$187,523.53
August	Alabama Department of Transportation – District 2, Tuscaloosa Area	Tree Trimming and Removal	Maintenance Contract
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation – Waller and Montgomery County	Disaster Debris Removal and Disposal - **Texas Severe Storm and Flooding (DR-4269)**	$87,304.60
May	Cities of Bellaire and Houston, TX	Disaster Debris Removal and Disposal & Base Camps - **Texas Severe Storm and Flooding (DR-4269)**	$1,952,025.31
May	Parish of East Baton Rouge and Ascension Parish, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	$875,867.76
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing – Detention Pond Clearing & Section 1 Clearing	$123,664.00

March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	$1,506,550.65
2014	**Contracting Agency**	**Description of Work**	**Contract Amount**
December	Texas Department of Transportation – Smith County	Tree Removal	Maintenance Contract
November	Brazos County, TX	Tree Trimming and Removal	$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	$5,395,557.23
August	Alabama Department of Transportation – 2nd Division District 3	Tree Trimming/Canopy Removal- District 3	$115,842.50
August	Jefferson Parish, LA Public Works	Stumps and Root Mass Grinding	Maintenance Contract
July	City of Athens, AL	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	$65,552.00
July	Hyde County, NC	Debris Management Services - **Hurricane Arthur**	$8,750.00
July	Houston Parks Board	Bayou Greenways Tree pruning and Forestry- Maintenance Contract	Maintenance Contract
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	$141,000.00
July	City of Jonesboro, AR	Debris Removal	$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - **April Rain Event**	$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	$1,146756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	$44,233,669.57
January	Richmond, VA	Snow Removal Services	$36,855.00
January	Louisiana Department of Transportation and Development – Webster Parish	Tree Removal in Webster Parish	$458,785.00

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.

Experience with FEMA Reimbursement

Having participated in every major disaster for the past 30 years, DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.**

Adherence to Policy Changes

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC, immediately implemented internal measures to ensure that our clients, and prospective clients, were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Major Disaster Recovery Projects

DRC has extensive experience working with FEMA on major disaster recovery projects. With over 30 years of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
2018	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
2017	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
2016	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262

2015	TX Severe Storms & Flooding	TX	DR-4269
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167
2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
2011	Hurricane Irene	VA MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027,
2010	TN Severe Flooding	TN	DR-1909
2009	Ice Storms	MD, VA	DR-1875, DR-1874
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
2007	Ice Storms	MO	DR-1736
2006	Ice Storms	NY	EM-3268
2005	Hurricane Katrina	FL, LA, MS	DR-1602, DR-1603 DR-1604
2005	Hurricane Wilma	FL	DR-1609

2005	Hurricane Rita	TX, LA	DR-1606, DR-1607
2005	Hurricane Ophelia	NC	DR-1608
2005	Hurricane Dennis	FL	DR-1595
2004	Tropical Storm Gaston	SC	DR-1547
2004	Hurricane Charley, Francis, Jeanne, and Ivan	FL	DR-1539, DR-1545 DR-1561, DR-1551
2003	Hurricane Isabel	VA	DR-1491
2002	Hurricane Lili	LA	DR-1437
2002	Emergency Tire Fire	VA	FSA-2397
2002	Hurricane Isadore	LA	DR-1435
2002	Severe Floods	VA	DR-1406
2002	Snow Storm	NY	DR-1404
2001	Ice Storm	KS, MO	DR-1366, DR-1412
2001	Tropical Storm Gabrielle	FL	DR-1393

2001	Tropical Storm Allison	LA	DR-1380
2001	Severe Flooding	WV	DR-1378
2001	Severe Flooding	TX	DR-1379
2001	Ice Storms	OK, LA	DR-1355, DR-1357
		TX	DR-1356
2000	Catastrophic Flood	NJ	DR-1337
2000	F4 Tornado	TX	DR-1323
2000	Ice Storm	NC	DR-1312
2000	Ice Storm	GA	DR-1311
1999	Hurricane Floyd	FL, SC	DR-1300, DR-1299
		NC	DR-1292
1999	F5 Tornado	OK	DR-1272
1999	Hurricane Irene	FL	DR-1306
1999	Tropical Storm	TX	DR-1274

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.

Employment of Local & Minority Contractors

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and +personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Local S/M/WBE Resource Program

While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- Governmental databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach
  - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- "hands on" technical assistance to a variety of companies
- matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans.
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws.
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Percentage of work to be subcontracted: 100%

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.

Proposed Subcontractors

7th Echelon, LLC
11601 Shadow Creek Parkway Suite 111-252
Pearland, TX 77584
Ed Melton
Chief Executive Officer
(312) 401-1788

HUB Status: Certified HUB, SBE, VOSB, MWBE. Please see certifications attached and qualifications attached.

Owner and Principal: Ed Melton.

Percentage to be Subcontracted: 15%

Scope: Logistics management, emergency services procurement, and project management.

1st Global Group
2621 S. Custer
Wichita, KS 67217- 1323
David Nicodemus
Vice President
913-269-4259
david@1stglobalgroup.com

HUB Status: Service Disabled, Veteran Owned Small Business; 8a Certified
Whether the Certifying agency is Texas Building & Procurement Commission or Other: Dept. of Veteran's Affairs

Please see qualifications attached.

Principal: David Nicodemus.

Percentage to be Subcontracted: 15%

Scope: Push crews, debris removal, load and haul

RPF Emergency Services, LLC
Hunter Fuzzell
2903 7th street
Tuscaloosa, AL 35401
205-345-6060

RPF Emergency Services is a turn-key subcontractor in the Emergency Services industry. Based out of Mobile, AL, RPF is ready to respond within 24 hours to any of Hidalgo County needs. RPF is wholly owned by R. Hunter Fuzzell. Hunter founded the company in 2015, after spending over a decade working in various roles throughout the industry. Hunter possesses a BS – Finance and MBA from Auburn University and a Master's of Engineering – Construction Management from the University of Alabama – Birmingham.

In 2016, RPF responded to 18 contracts, the majority being simultaneous in response to Hurricane Matthew. They handled over 3.5 million cubic yards of debris, taking it "cradle to grave" from the public ROW, to the DMS, through the reduction process, and finally to final disposal. RPF continued to grow in 2017, when it managed over 20 contracts and handling in excess of 5 million cubic yards of debris

RPF owns 6 "Double" self-loaders and 2 singles. On large events, RPF partners with companies owned by immediate family members and in total they own over 20 "doubles". RPF's true strength lies in its vast network of subcontractors. In 2017, RPF was simultaneously managing in excess of 1300 load and haul units. Since its inception a mere 3 years ago, RPF has responded to any type of disaster in size and scope that could impact Hidalgo County.

RPF has worked hundreds of contracts with DRC and serves as their primary subcontractor.

Owner and Principal: Hunter Fuzzell. Please see resume attached.

Percentage to be Subcontracted: 30%

Scope: Debris removal

VMK Materials LLC
3408 N. Conway Ave.
Mission, Texas
Victor Garza
956-240-6186
vgarza@vmkmaterials.com
www.vmkmaterials.com

VMK MATERIALS LLC

Owner and Principal: Victor Garza. Please see resume attached.

Percentage to be Subcontracted: 30%

Scope: DMS management, push crews, load and haul, demolition, civil construction services

AEC Engineering, LLC.
P.O. Box 480
Edinburg, TX 78540
Carlos Garza (President) P.E., P.G.,SIT, CAPM, CFM, CESSWI, IAC
(956) 380-6558
Fax: (956) 380-6110
carlos@aecengineering.net
www.aecengineering.net

AEC ENGINEERING, LLC.
*Agricultural * Environmental * Civil*

A Texas Registered Engineering Firm F-9688
Owner and Principal: Carlos Garza. Please see resume attached.

Percentage to be Subcontracted: 10%

Scope: Environmental & Civil consulting; DMS selection

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.

Current Pre-Position Clients of DRC in Texas

State of Texas			
Aransas Pass	Galveston (City of) (3)	Jamaica Beach	Port Aransas
Bellaire	Galveston County	Jefferson County	Port Arthur
Cedar Hill	Galveston Wharves	Jefferson Co. Drainage	Port Neches
Chambers County	Garland	District No. 7	Port of Corpus Christi
Cleveland	Groves	Kemah	Richwood
Conroe	Harris County	La Porte (2)	Seabrook
Edinburgh	Houston (2)	McKinney	San Antonio
Duncanville (City of)	Houston Galveston Area	Montgomery County	Shenandoah
Friendswood (City of)	Council	Morgan's Point	Taylor Lake Village
Fort Worth	Humble	Nederland	Texas City
Freeport (City of)	Huntsville	Piney Point Village	Tyler County

Ability to Manage Multiple Contracts

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

2017 Hurricane Maria
- DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed 8 debris management sites and removed over 1,000,000 cubic yards of debris.

2017 Hurricane Irma
- DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites. DRC removed and disposed of over 2,000,000 cubic yards of debris.

2017 Hurricane Harvey
- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 debris management sites during this activation.
- DRC recovered and reduced over 3,500,000 cubic yards during this activation.

2016 Hurricane Hermine
- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days

2016 Louisiana Severe Flooding DR4277
- DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.

- DRC opened and operated two Temporary Debris Management Sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

WINTER STORM JONAS 2016

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

ICE STORM PAX 2014

- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris.

THE HURRICANE SEASON OF 2012

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six TDSRS sites in Louisiana alone.

THE HURRICANE SEASON OF 2009

- The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of $22,703,700.00.
- DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately $11,157,132.02.

THE HURRICANE SEASON OF 2008

- DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC's work in these regions was nearly completed in a little over two months.
- DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- Following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

THE HURRICANE SEASON OF 2005

- DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over $130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.
- Following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

THE HURRICANE SEASON OF 2004

- In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and $150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.

- DRC simultaneously operated more than ten TDSRS sites in Florida.

2000 WINTER ICE STORM

- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.

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:

L.1. Scope and sequence of debris removal operations to be performed.

TECHNICAL APPROACH



The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

One of the primary missions of any the County is to protect lives, minimize the loss or degradation of resources, and continue to sustain and restore operational capability following an event. DRC uses a basic three phase approach to help Hidalgo County achieve these goals. DRC's approach to **prepare, respond,** and **recover** are fundamental to successful disaster management.



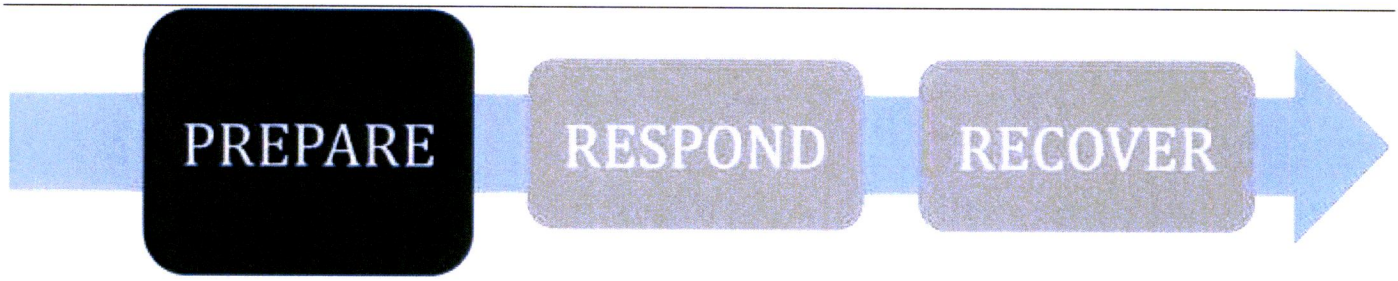
When disasters hit communities, DRC Emergency Services is there. We stand by ready to help you prepare, respond, and recover in the face of disaster.



Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal

Prepare



- → *Contract Award*
- → *Local Teaming Partners*
- → *Joint Planning & Training*
- → *Forecasting*

Contract Award

Upon award, DRC's Regional Manager Clif Kennedy will schedule a meeting with Hidalgo County. The initial meeting is critical, allowing both the County and the Regional Manager to make introductions, as well as to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step by step plan to expedite arrangements for training and response phases of the contract. These provisions include but are not limited to:

- Presenting key team members, including the Project Manager, and their responsibilities
- Scheduling table top scenario exercises to include planning and routing
- Facilitating the designation and readiness of TDMS and final disposal sites
- Introducing Monitoring Firm Representative (if applicable)



Local Team Partners, Vendors, and Subcontractors

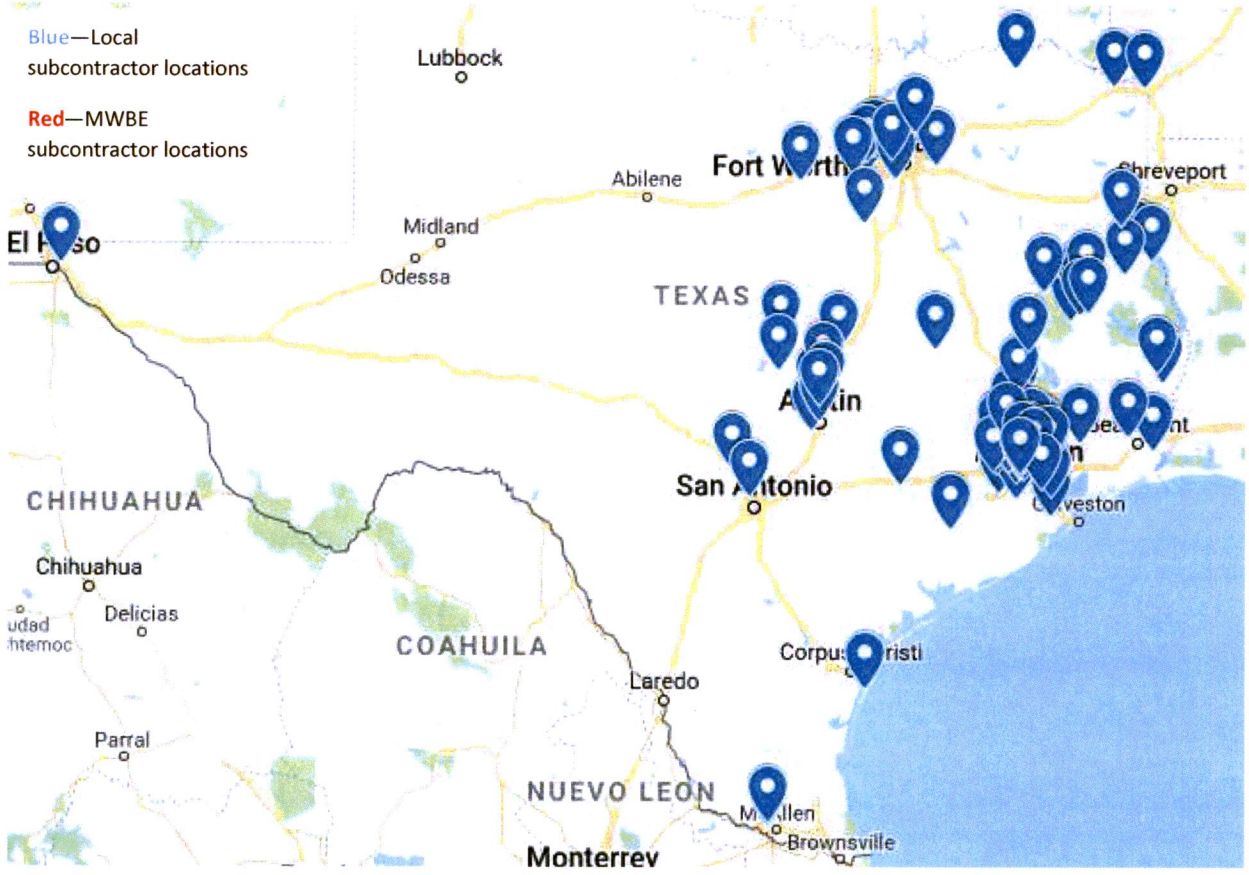
DRC maintains a network of hundreds of subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses in the last 30 years. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing events of huge magnitude. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, DRC encourages local participation. A few methods used to identify local subcontractors include:

- Outreach programs
- Government referrals
- Website applications
- Direct mail outreach

"Through weekly project meetings, I became increasingly familiar with the organization's natural abilities and orderly work ethic. As the cleanup effort progressed, I realized that this company's staff was a perfect fit for working with subcontractors and property owners."

— Leo T. Lucchesi Director of Public Works Washington Parish Government

The use of local subcontractors helps revitalize Hidalgo County's community and economic recovery after a disaster. DRC is always committed to utilizing local subcontractors because we are dedicated to the complete recovery of Hidalgo County's community.



"DRC, LLC, its staff, and sub-contractors were an essential and outstanding asset to the County's effort to recover from this destructive storm event. I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."

– George Garrett, Sr. Director of Marine Resources & GIS Services of Monroe County, Florida

Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal

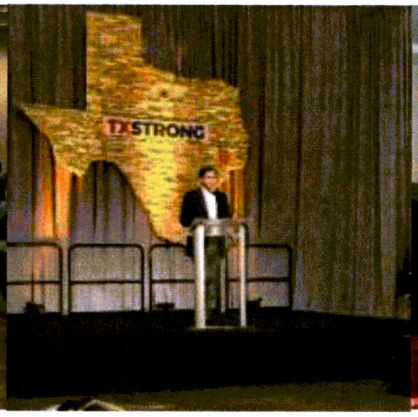
DRC continues to build its subcontractor base and boast potentially the largest group in the industry. All subcontractors are vetted and Hidalgo County will always have a final authority on the use of subcontractors. DRC's current list of additional local subcontractors in the Hidalgo County area is illustrated below:

Available Subcontractor Network in the State of Texas		
1516 Construction	ERA/ Shalimar Rivera Hollis	RJA Dirt Work
A.O. Phillips & Associates	ETLM Group, Inc.	RJA Dirt Work
A.O. Phillips & Associates	Firehorse Procurement & Logistics, LLC	Roadrunner Express
ABCE Trucking	Xennial Group	Rodriquez Industries & Operations, Inc.
AD Construction & Development, Inc.	Gloria Mederos	Rolling S Construction LLC
ADF Excavation, LLC	GSX International Group, Inc.	Ruckit, Inc.
Advantage Labor, Inc.	IMC Construction, Inc.	SBD Transportation
B&B Debris Removal	J&K Construction, LLC	Scruggs Environmental Services
Bedrock Transportation, LLC	J&L Agricultural Equipment LLC	Seven Parts, LLC
Big Boy Hauling	Johnson's Recycling, LLC	SF Construction
Callan Construction	Ulta Lane, Ltd.	Smith-Mobely, Inc
Camo Excavation, LLC	Jones Group International, LLC	Smith-Mobley, Inc
Mac Williams Construction	KDF Enterprises, LLC	Solid Earth, LLC
Chris Peters Co.	LEB Ventures, Inc.	Southwest Regional Logistics
Clayton May	MadOx Construction	Spirit Productions
Cole & Wortham Tree Service	Master Excavating, LLC	Steve Stilson
Community Development & Connections, LLC	TCB Services	Stoney's Properties, LLC
Globalize American Safety	Measure Twice Solutions, LLC	TCB Services
Cotton Culinary, Inc.	Modish Builder's & Construction, LLC	Texas Commercial LED Suppliers, LLC
D. Watson Companies	NASA Wholesale Barkyard, LLC	The Look Enterprises
DieHard Trucking	National Iron and Metals	Tomball Concrete
Dirt Rocks LLC	Office Design Concepts, LLC	Truman Contracting
Diversified Priserve, LLC	Perpetual Development, LLC	USA Technologies, Inc.
Dora Fannon & Associates	Phoenix Contracting, LLC	W&F Hauling and Cleaning Services
Douglas Richards	Real Deal Painting	Whipstocking-Subterranean, LLC
DRK Group, LLC	Red River Recovery, LLC	Perpetual Development, LLC
DTS Disaster Recovery	RJ&M Utility Construction, LLC	
Earthco Landscape Construction LLC	J&R Contracting	

Joint Planning and Training

DRC provides Hidalgo County with planning and training throughout the length of the County's contract at no extra cost. Benefits of these sessions include:

- Providing an opportunity to build relationships between both parties
- Delivering invaluable operational and administrative information to all stakeholders
- Discussing forecasting and reviewing the debris management plan



Identifying Equipment Staging Areas

While discussing potential plots to stage equipment, the following should be considered:

- Staging away from residential areas
- Easy access from main right-of-ways
- Sufficient acreage to manage a large number of vehicles
- Fencing around the facility is preferable




TDMS Site Selection

Criteria at a minimum will include:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water controls considerations
- Elevation
- Sound buffers and fencing
- DRC intends to hire a local security firm to provide 24/7 TDMS site security



DRC has agreements in place with our local partners to utilize multiple DMS locations if needed in the following areas:

11 acres- Mission

10 acres- Progreso

5 acres- North Mission

4.5 acres- North Mission

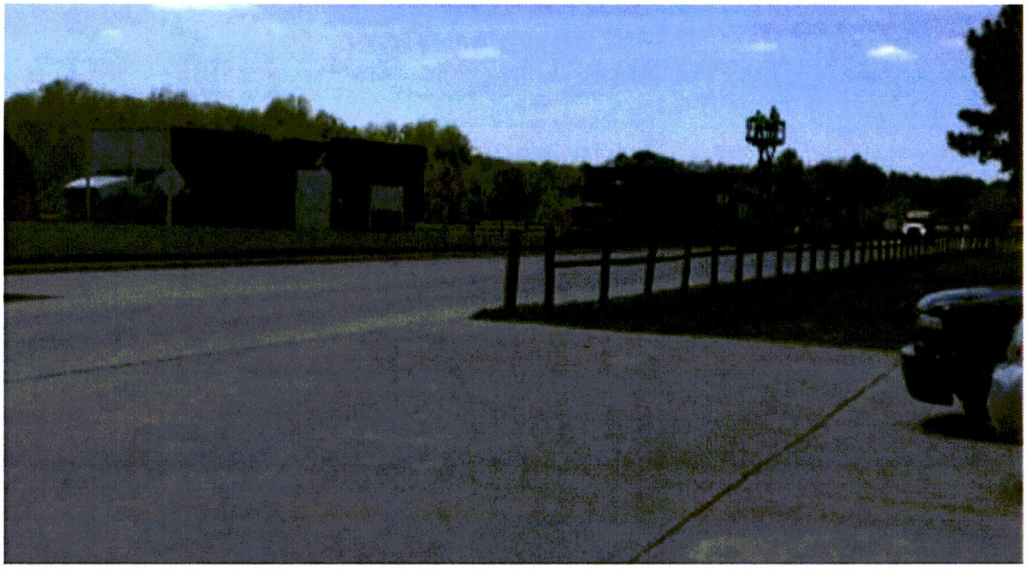
Identifying Permanent Disposal Facilities, Transfer and Recycling Facilities

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project, including the knowledge to assess regional landfill capacities and costs to determine reduction vs disposal possibilities.

REPUBLIC SERVICES

WASTE PRO® Caring For Our Communities®

WM® WASTE MANAGEMENT



Establishing Emergency Push Routes & Collection Grids

Collection grids and emergency push routes should include:

- Hospitals
- Police departments
- Emergency shelters
- Nursing homes
- Major traffic routes

Forecasting Scenarios

Scenario 1

CUBIC YARDS ASSUMED: 1,000,000

ESTIMATED TIME OF COMPLETION: 90 total days with three complete passes

AVERAGE CUBIC YARDS PER TRUCK PER DAY: 500

TRUCKS REQUIRED: (120 cubic yard self- loaders) 30 crews for the first 30 days; 20-22 crews for days 30-90

TDMS REQUIRED FOR LESS THAN 10 MILE HAUL: 4-6

PERSONNEL REQUIRED: Project Manager, three supervisors, TDMS site manager, staff of 3-5 per TDMS site and full back-office staff

Disclaimer: The following scenarios are for discussion and demonstration only. Type, category, and intensity determine the number of trucks and personnel required.

Scenario 2

CUBIC YARDS ASSUMED: 500,000

ESTIMATED TIME OF COMPLETION: 90 total days with three complete passes

AVERAGE CUBIC YARDS PER TRUCK PER DAY: 500

TRUCK TYPE/REQUIRED: (120 cubic yard self- loaders or equivalent) 15-18 crews for the first 30 days; 10 crews for days 30-90

TDMS REQUIRED FOR LESS THAN 10 MILE HAUL: 2-4

PERSONNEL REQUIRED: Project Manager, three supervisors, TDMS site manager, staff of 3-5 per TDMS site and full back-office staff

Scenario 3

CUBIC YARDS ASSUMED: 250,000

ESTIMATED TIME OF COMPLETION: 60 total days with three complete passes

AVERAGE CUBIC YARDS PER TRUCK PER DAY: 500

TRUCKS TYPE/REQUIRED: (120 cubic yard self- loaders or equivalent) 10 crews for the first 30 days; 10 crews for days 30-90

TDMS REQUIRED FOR LESS THAN 10 MILE HAUL: 2

PERSONNEL REQUIRED: Project Manager, two supervisors, TDMS site manager, staff of 3-5 per TDMS site and full back-office staff





Respond



- → *Alert Phase*
- → *Disaster Impact*
- → *Response Timeline*
- → *Initial Damage Assessments*
- → *Emergency PUSH Operations*
- → *Loading and Hauling Operations*
- → *Temporary Debris Management Site Operations*
- → *Safety*
- → *Prompt Damage Complaint*
- → *Accounting and Document Management*

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 72 hours before impending impact, Clif Kennedy will contact Hidalgo County to discuss activation and response
- At the discretion of the County, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
  - If personnel cannot be present at the EOC prior to the event, they will mobilize within 12 hours of the Notice to Proceed
- Identification and readiness assessment of subcontractor network for Emergency Push and Load and Haul Operations
- Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event "push activities"
- Emergency Push Collection routes have been determined

Disaster Impact

DRC has a unique ability to rapidly **respond** to a disastrous event while maintaining communication with communities to help them **prepare** for any trouble, making us a leader in the disaster **recovery** industry.

Response Timeline

The type, intensity, and duration of the each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

Within 24 Hours Post Event

- Project Manager and support are in place and interacting with Hidalgo County's Point of Contact
- Staging and measurement (certification) of equipment is underway
- Permitting and mobilization of TDMS sites has begun
- Emergency Push activities are well underway with coordination with utility providers
- Initial Damage Assessment complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting is held
- Time and location of daily production meetings is established

Within 48 Hours Post Event

- Initial understanding of crew type and quantity has been established with the County's Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one TDMS is operational and load and haul activities can begin
- Discussions have begun with final disposal and recycling/composting providers (if applicable)
- Collection Zones have been mapped and discussed with the County's Point of Contact
- Truck certifying continues
- Daily Safety Meetings continue

Within 96 Hours Post Event

- Full Mobilization is complete
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, bonds etc.) are submitted
- Productivity assessments made based upon existing travel times and TDMS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meeting continues between DRC, the County point of contact and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

DRC will provide a mobile office trailer if needed.

Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal



Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs. The debris assessment will accomplish all of the following:

- Estimate the quantity and mix of debris
- Estimate damage costs
- Determine impact on critical facilities
- Identify impact on residential and commercial areas



Emergency PUSH Operations

- PUSH routes are predetermined with the help of County, who have a clear understanding of geography of the community
- Debris is "pushed" or cleared from the Public Roadway generally in an order of priority established by Hidalgo County
- Crews generally consist of equipment capable of moving heavy material (skid steers, front end loaders etc.) and personnel and supervision with chainsaws
- Attempt to make roadways and intersections as safe as possible for sight and traffic obstructions
- This phase of work is accomplished within the first 70 cumulative hours (plus or minus) after the event

Rapid Deployment Crews

The DRC full project administrative staff will be on site within 24 hours of Task Order/Notice to Proceed, and commence debris removal operations with five or more Rapid Deployment Crews. As necessary to open key access roads, crews of saw men and loaders with grapples will augment the Rapid Deployment Crews. The Project Mobilization team will then rapidly escalate crew strength to meet Hidalgo County production rate targets.

Loading and Hauling Operations

Certification of Equipment

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed is issued. In general, trucks are staged at a location where the County's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

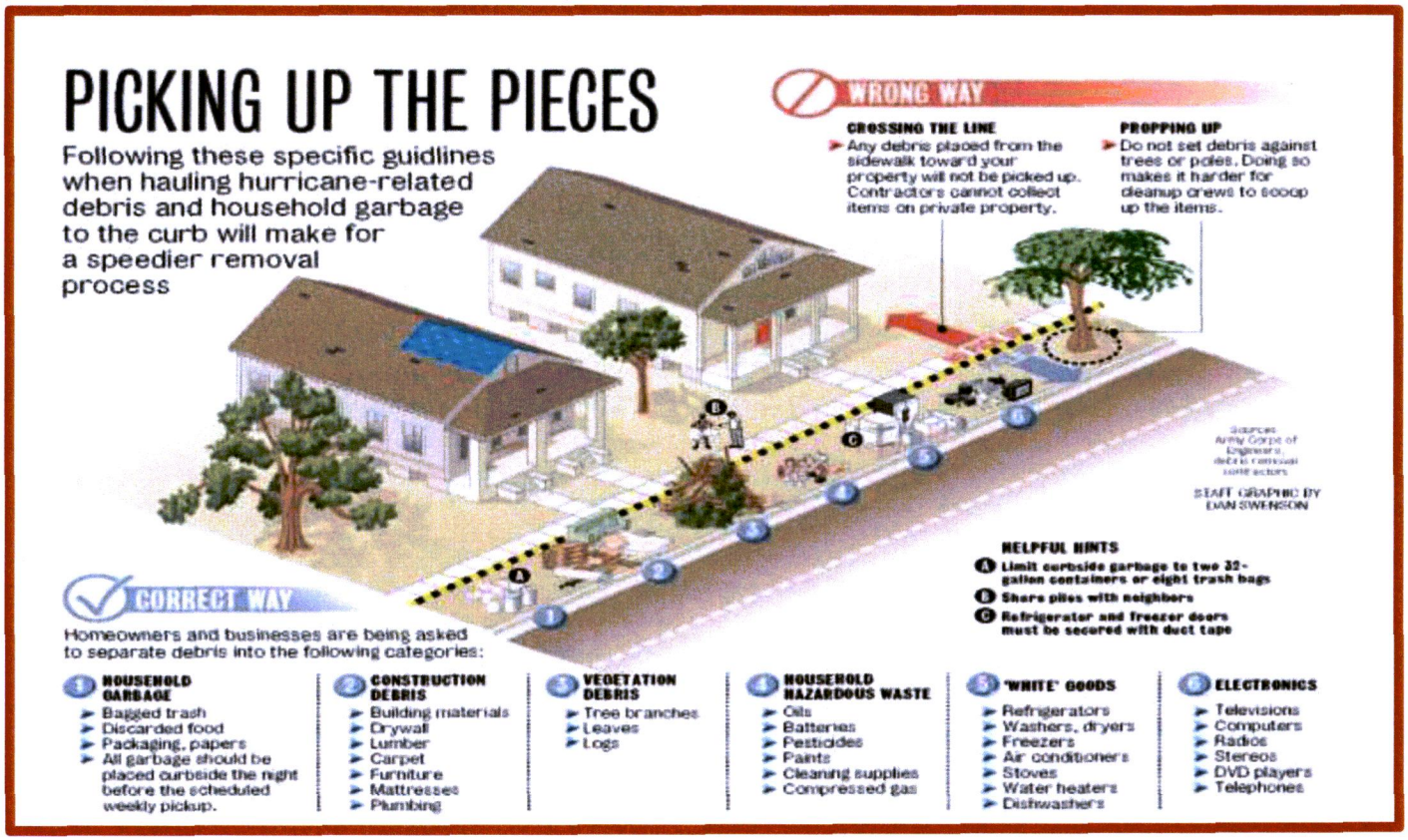


Debris Removal from Public Rights of Way

Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the County) DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will many times consist of three to five hauling vehicles of 100 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

- All field supervisors shall ensure that all debris disposal-hauling operators are licensed and certified to operate required equipment.
- All debris disposal operators will be given area maps designating assignment/authorized areas or zones of operations as well as transport routes designated and/or approved by the County.
- As subcontractors complete zones, the areas are jointly surveyed by Hidalgo County or its designated representative and closed out.

Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. A typical flyer which defines material separation:



Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES adheres to FEMA's guideline of three scheduled collections or passes.

In rare cases, particularly following major flooding, additional collections may be warranted.

Tab 4: Proposer's Experience and Qualifications

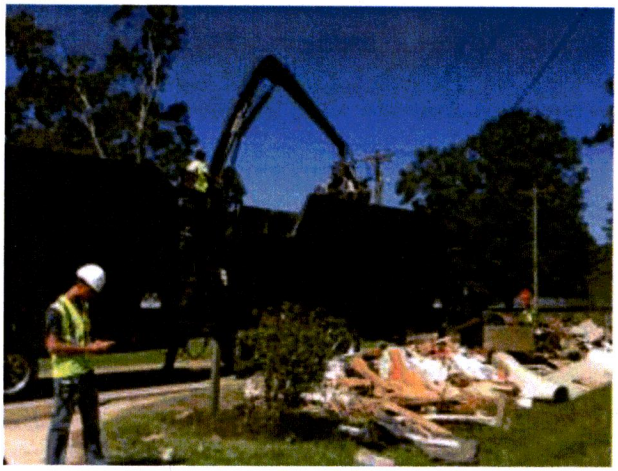
Debris Removal & Disposal

DRC EMERGENCY SERVICES Striking Back.

Field Operations

All eligible debris will be removed from public easements, property, and rights-of-way to designated Temporary Debris Management Site and/or directly to a final disposal site. Eligible debris is generated directly by the event or as a result of the event and is in the public Right of Way; for private property debris to be eligible, Private Property Debris Removal has to be authorized:

The illustration to the right depicts a typical post- disaster scenario that involves construction and demolition debris (C&D). In this case, the public is advised through radio, television, social media, an a graphic such as above to place disaster generated debris to the right of way (ROW) in separate piles by debris type for separate collections.





Vegetative Debris

Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps.

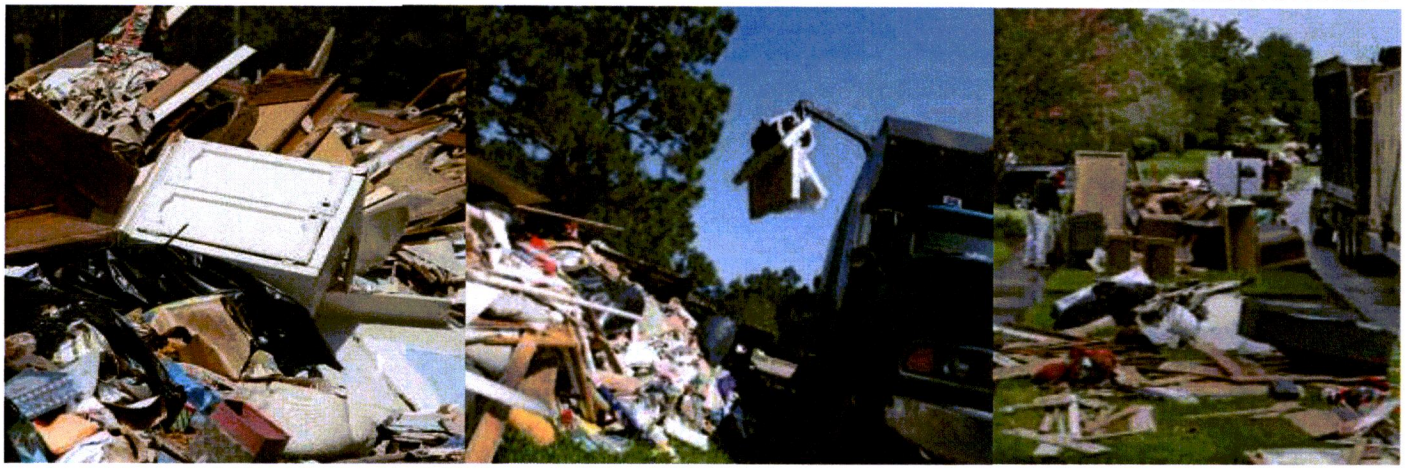
- Eligibility—Public right of way or improved public property
- Collected from Private property only with FEMA private property debris removal right of entry authority
- Most productive operation combines the collection of leaners and hangers with normal ROW debris collection
- Allows for a wide spectrum of equipment use for productive collection
- Most commonly collected and transported to a Temporary Debris Management Site for processing and haul out
- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source
- Reduction by burning provides for the most cost- effective processing, if burning is an option



Construction and Demolition (C & D) Debris

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing.

- Generally produced from floods, tidal surge and earthquakes
- Allows for a wide variety of equipment use including self-loading apparatus
- Landfill restrictions on material acceptance should be a consideration and can vary by state
- Utilization of TDMS provides opportunity for reduction by material separation and compaction
- Load weight must be monitored particularly upon haul-out to final disposal
- Transportation to final disposal site does not allow for reduction, however is an alternative when travel time is not effected



White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

- Separately collected and staged within a designated area at a TDMS or hauled directly to a recycler
- Collection can be performed with light duty trucks and trailers typically possessing a lift-gate
- Freon shall be removed by a certified technician under EPA regulations
- Citizens are informed through PSAs , fliers and social media to remove all contents from refrigerators and freezers prior to collection or to duct tape doors shut to facilitate safety and ease of collection
- Refrigerators and freezers collected with contents shall be staged for content removal and disposal
- White goods shall be recycled, and any derived proceeds handled in accordance with the contractual terms and conditions



Household Hazardous Waste

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas.

- Collected only by trained and certified personnel with proper PPE and typically occurs in advance of load and haul crews
- Collected separately and securely placed in spill-proof containers for transportation to staging at a TDMS or direct transport to a qualified recycler/disposal facility
- When stored at a TDMS, the area is generally lined or bermed or both depending upon the requirements of the state environmental agency
- Proper packaging and transportation is often performed by the recycler



Electronic Waste Collection (E-Waste)

E-Waste debris includes: televisions, computers, radios, DVD players, telephones, and almost anything with an electric cord

- Collected separately with one or two collections (passes)
- Generally staged in a specific area of a TDMS or transported directly to a recycler
- Collected in light duty trucks and trailers by general laborers and a supervisor
- Recycling of the items is always the goal



Tires

Tires often appear on the public ROW for collection following flood events or tidal surge.

- Collection can be accomplished separately using light duty equipment
- Transportation directly to the recycler or shredder is preferred
- Tires create a special problem for landfill operators as they tend to rise or float and can ultimately damage the landfill cap
- Federal/state regulations often require a waste hauler permit during transportation

Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:

Private Property Debris Removal

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Under the request and direction of Hidalgo County or its representative, the contractor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety to the County's citizens.



Hazardous Tree and Limb Removal

A tree is considered "hazardous" if its condition was caused by the disaster and public health and safety are at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by Hidalgo County's independent monitoring firm.

- Equipment may include bucket trucks, automated saw trucks, excavators and climbers with chainsaws
- Criteria to deduce if a leaner or hanger is hazardous is:
  - Must be six inches in diameter or greater when measured at chest height
  - More than 50% of the crown damaged or destroyed
  - Split trunk or broken branches that exposed the heartwood
  - Fallen or uprooted within a public use area
  - Leaning at an angle greater than 30 degrees
  - Hanging limbs must be 2 inches in diameter and must pose a threat of falling into an improved public area or public right-of-way





Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the County's monitor. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed may be flush cut)
- Greater than 24 inches in diameter, as measured 24 inches above the ground
- On improved public property or a public right-of-way
- Poses an immediate threat to life, and public health and safety
- Larger stumps are extracted by excavators and loaded upon flat- bed trailers for transport the TDMS or final disposal facility
- Most often, large stumps must be split prior to processing by grinding

Canal/Waterway Debris Removal

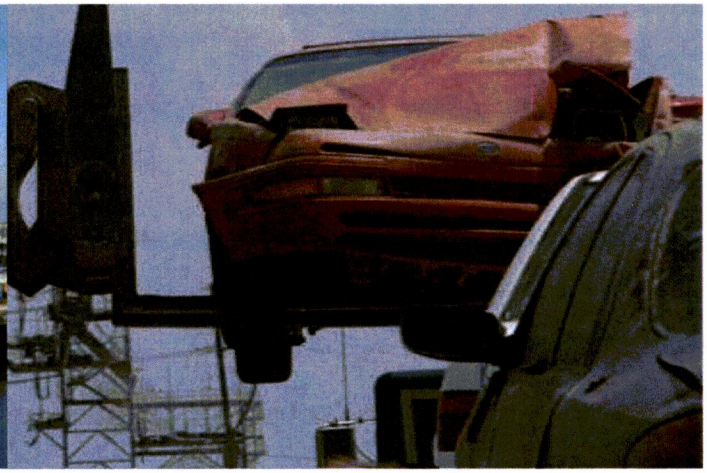
Canal debris removal is most often performed under the oversight of the State Environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris often consists of land based and/or water based removal of targets. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work, but typical methods are:

- Targets identified by side-scan sonar or below surface observation
- Target removal spans from water-bottom to surface debris or limited to designated depths
- When appropriate, debris can be collected with grapples mounted on different sized barges or even small boats
- Land based operations will consist mostly of removal of targets with long reach excavators equipped with a spoils or dredge bucket
- Temporary Offloading Sites can be used to temporarily stage debris prior to transport to a TDMS for processing or to final disposal
- When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal









Vehicle and Vessel Removal

DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels. The components of these projects vary from State to State due to legal requirements; but in the case of this operation, the scope of work will develop according to the direction of Hidalgo County. Commonly used procedures are:

- Generally, aggregation sites are activated for storage, processing, recordation and access
- For land based recovery, vehicles and vessels are tagged and recorded prior to recovery
- For water based vessel recovery, eligible targets are located and recorded prior to recovery
- Initial notification to owner is sent from VIN information gathered in the field using State Police database (County specific)
- Vehicles and vessels are aggregated on one or more sites and gridded for easy access
- Fluids are removed from each unit within the aggregation site
- Additional notifications are sent to owners using certified mail (if required)
- Private insurance companies are allowed to view and access units
- Vessels and vehicles can be retrieved by owner/insurance or destroyed/recycled
- Vehicles that have not been retrieved are crushed and recycled
- Scrap value proceeds (if any) are disbursed according to the contract





Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal



Sand, Soil Recovery, Beach Restoration

Many jurisdictions are faced with damaged coastal areas and habitats that may require immediate recovery restoration. DRC has performed these sensitive and precise projects for thirty years. Permitting requirements will vary by jurisdiction. Typically multiple agencies are involved in beach projects. Recovery from public or private property will require Right of Entry (ROE) authority.

- Typical operating procedure calls for temporary staging site(s) used for storage and processing
  - Processing sand on the beach is a preferred method
  - Soils can sometimes be processed within an established TDMS
- Displaced material can be recovered from adjacent property by the use of skid steers and front-end loaders
- Beach rakes are an effective tool for recovering hidden and surface debris from beach-fronts
- Debris collected from processing is usually taken to an operating debris TDMS for reduction and haul-out to final disposal
- Quantities are generally measured by loader bucket size as the material is loaded to be screened
- Screening of sand and soils using shaker screens and trammels is a preferred procedure
- Production rates generally range between 100 to 200 processed cubic yards per hour
- Stockpiled and processed (clean) material can be returned to its original location
- Beach contours can be re-created by following engineered plan



Expertise in the Removal of Dead Animals and Putrescent Disposal

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Demolition

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with Hidalgo County.

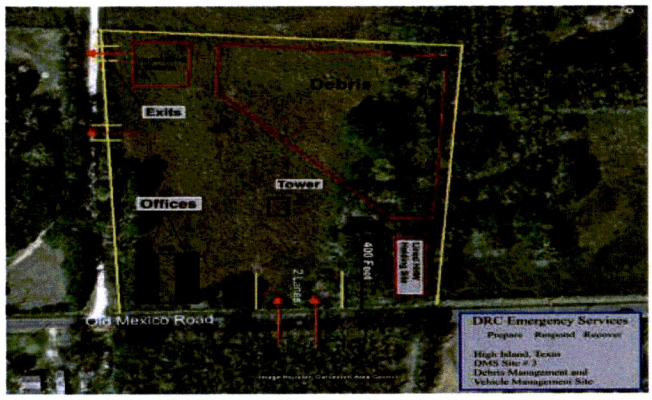
All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the best management practices (DMP).

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

Temporary Debris Management Site Operations

Permitting and Site Mobilization

Within 24 hours of a notice to proceed, mobilization to pre-established TDMS locations will begin:



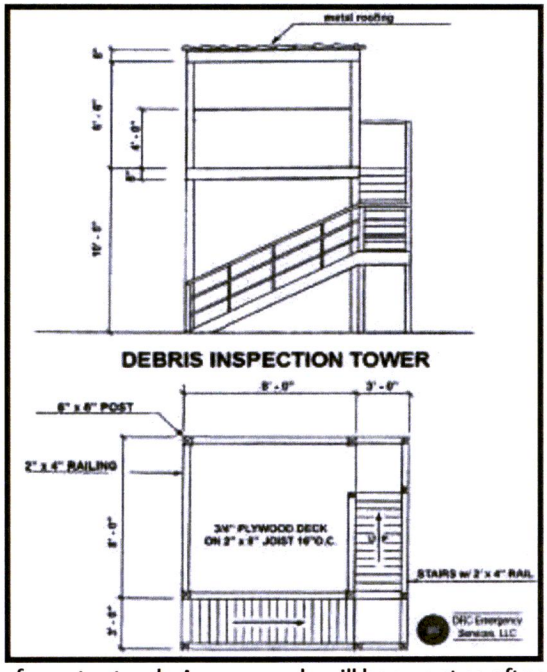
- Phase One—environmental audit is performed
- The number of TDMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- Land Use Agreements are immediately executed with any private land owners
- For those sites not already permitted, an immediate permitting request will be submitted by DRC's Vice President of Administration and Compliance (Kristy Fuentes)
- DMS Site Plan is established and submitted

Environmental Considerations

- Where practical, a phase one environmental assessment should be performed prior to use as a TDMS
- Soil samples are taken prior to use
- Pictures and video of the site prior to use is considered a best management practice
- DRC may use drone photography before and after use as a best management practice
- An independent engineer is often used to satisfy additional requirements of State regulators such as the need for SWPPP, perimeter silt fencing, air monitoring etc.

Site Access

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.



- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.
- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm's employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.
- **Maintenance and Grading** - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.

Debris Storage Area

Debris may be segregated into five main areas as determined by the type of event.

Vegetative debris—Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

Construction and Demolition (C&D) Debris—Stored separately within an area that will facilitate separation, compaction or grinding.

Recyclables/Salvage—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

White goods—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

Household Hazardous Waste (HHW)—HHW will be segregated and stored in an approved containment area that may be lined and bermed.





Debris Reduction Methods

Grinding and/or Chipping Operations—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source

Burning—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.

- Reduction by burning provides for the most cost- effective processing, if burning is an option

Compaction—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.





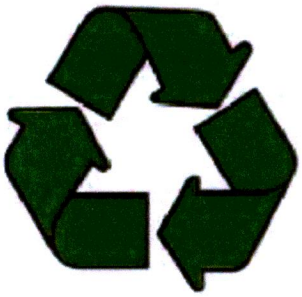
Final Debris Disposal

Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.





Recycling Strategies



Vegetative Debris—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.

Aggregates—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.

White Goods— Easy to recycle due to abundant processors.

Electronic Waste (E-Waste)—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

"This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team."

— Benjamin K. Au Architect, Director of Construction Services GLO, Texas

Debris Management Site Closeout



Restoration is conducted during the close out phase of each TDMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the County directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary.

Post use drone footage and still photography shall be taken to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. Environmental sampling that mirrors pre-use sampling is a best management practice.

- Random soil samples, surface and if necessary water samples, may be taken and sealed in containers for comparison with pre-use samples taken
- Independent third- party engineers and testing labs may be used
- Post use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants

Final Inspection, Released and Acceptance of Hidalgo County and/or Landowner

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.



Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal

Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Safety comes before profit and productivity.

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's programs and practices include:

- Morning project safety toolbox meetings
- Weekly "better ideas for improvement" meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will:

1. Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
2. Avoid interruptions of Government operations and delays in project completion dates; and
3. Control costs in the performance of this contract.

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.

Training programs include:
Smith System Driver Training
Hazardous Materials Training
Demolition Safety
Asbestos Abatement Training
Power Line Awareness
Hazardous Communication
Lockout/Tagout
Fire Prevention Training
Environmental Management Planning



Prompt Damage Complaint

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

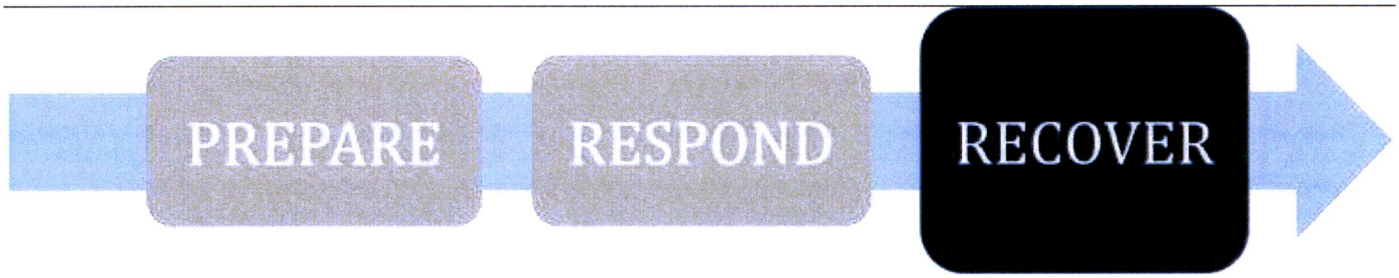
Accounting and Document Management

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the County (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time.

Recover



- → *Demolition*
- → *Marine Services*

Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC and Callan Marine comprise a core of companies under single ownership that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.



CALLAN MARINE

DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements



Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.



L.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."

Response Timeline

The type, intensity, and duration of the each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

Within 24 Hours Post Event

- Project Manager and support are in place and interacting with Hidalgo County's Point of Contact
- Staging and measurement (certification) of equipment is underway
- Permitting and mobilization of TDMS sites has begun
- Emergency Push activities are well underway with coordination with utility providers
- Initial Damage Assessment complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting is held
- Time and location of daily production meetings is established

Within 48 Hours Post Event

- Initial understanding of crew type and quantity has been established with the County's Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one TDMS is operational and load and haul activities can begin
- Discussions have begun with final disposal and recycling/composting providers (if applicable)
- Collection Zones have been mapped and discussed with the County's Point of Contact
- Truck certifying continues
- Daily Safety Meetings continue

Within 96 Hours Post Event

- Full Mobilization is complete
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, bonds etc.) are submitted
- Productivity assessments made based upon existing travel times and TDMS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meeting continues between DRC, the County point of contact and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

DRC will provide a mobile office trailer if needed.

L.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.

Ability to Manage Multiple Contracts

Throughout the years of business, DRC has been activated in multiple jurisdictions to provide recovery. To combat any complications, DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. The use of this plan has made DRC experts in providing services quickly to multiple locations, as evidenced by the events below:

2017 Hurricane Maria

- DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed 8 debris management sites and removed over 1,000,000 cubic yards of debris.

2017 Hurricane Irma

- DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites. DRC removed and disposed of over 2,000,000 cubic yards of debris.

2017 Hurricane Harvey

- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 debris management sites during this activation.
- DRC recovered and reduced over 3,500,000 cubic yards during this activation.

2016 Hurricane Hermine

- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days

2016 Louisiana Severe Flooding DR4277

- DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two Temporary Debris Management Sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

Winter Storm Jonas 2016

- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

Ice Storm Pax 2014

- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris.

The Hurricane Season of 2012

- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six TDSRS sites in Louisiana alone.

The Hurricane Season Of 2009

- The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of $22,703,700.00.
- DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately $11,157,132.02.

The Hurricane Season Of 2008

- DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC's work in these regions was nearly completed in a little over two months.
- DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- Following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

The Hurricane Season Of 2005

- DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over $130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.
- Following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

The Hurricane Season Of 2004

- In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and $150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.
- DRC simultaneously operated more than ten TDSRS sites in Florida.

2000 Winter Ice Storm

- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.

L.4. The adequacy of your resources, including equipment, personnel, supplies, sub-contractors and other resources that could benefit the County.

Availability of Firm's Resources

Availability of Key Personnel

For the past 30 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the County as needed. Personnel are N.I.M.S-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for Hidalgo County is Clif Kennedy who is capable of responding to the needs of the County 24 hours a day, 7 days a week.

Available Equipment

DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. Most recently, during the 2017 hurricane season, we operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Michael, and Maria.

DRC Owned Equipment

Trucks			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
F150 Class, SUV/PP, F250+ class						**8**
2009	Ford	Ford F150	Pick up	1FTPW14V99FA05748	AL 2A62Z18	
2006	Ford	F-650 4x2	Pick up	3FRNW65R16V255189	AL 2X310388	
2008	Ford	F-350	Pick up	1FDSX34R48EB72833	AL 2X251612	
2010	Ford	F-250	Pick up	1FTSW2BR5AEA44885	AL 2B44521	
Self Loaders						**3**
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLU0X83J392848	AL 2AP757256	
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259	
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260	
1999	Kenworth		Knuckleboom Self-Loader	1NKDXBEX0XR798485		
2010	Kenworth		Knuckleboom Self-Loader	1NKDLU0XXAJ266391		
2011	Kenworth		Knuckleboom Self-Loader	1NKDLU0X6BJ284291		
Truck/Tractors						**2**
Trailers			**General Information**			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Kitchen Trailer/Tractors						**2**
2002	Haulmark	WT-L-BHP 6280	portable Kitchen Trailer	4XSG540362G041778	AL 2TR52559	
Dump Trailers						**7**
2007	Econline	DP2425DA	Dump Trailer	42EDPKV2971000240	AL 2TR13268	
2005	Top Hat	35 yd	Debris Trailer	4R7B025235T060488		
2005	Top Hat	35 yd	Debris Trailer	4R7B025245T060435		
2005	Top Hat	35 yd	Debris Trailer	4R7B025205T061775		
	Loadmaster	2628 - 8600 Tandem	Trailer	4YPAB27236T041943		
Utility Trailers						**3**
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261	
	Top Hat	EH20X7 -14E-F	20' Utility Trailer	4R7BU2022BT110787		
2010	Carry On		Enclosed	4YMCL121XAT027557		
Car/Boat Trailers						**2**
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483	
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482	
Cargo Trailers						**2**
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264	
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260	
Miscellaneous						**1**
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8	
Heavy Equipment			**General Information**			

Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal

Year	Make	Model	Description	Serial #	Tag #	Quantity
Wheel Loader						**1**
2007	Prentice	2384	loader	PR63177		
Other:						**17**
	ABI	T-200	Trailer mounted Air Curtain	T20FN03085		
	Vermeer		Bale Processor			
2000	Carlton	7500	Stump Grinder	1J9G42110Y1167345		
2002	Caterpillar	TH63	Telehandler	5WM07638		
2013	Bradco	30272-9925	Cutter Head	346471		
2013	AFE	SSECO	Cutter Head	10-13-R125-081		
	_		Spreader			
	_		Spreader			
	_		Spreader			
	_		Spreader			
	_		Spreader			
	_		Std Duty Box Blade			
	_	SRBG-6	Solesbee Root Rake	92108		
	_		5th wheel attachment			
2004	Gorman Rupp	PA4A60-4045D	4" Diesel Self Prifming Trash Pump	1283487N		
2016		_	Air Compressor			

1400 - Boats/Motors/Barges			General Information			
Year	**Make**	**Model**	**Description**	**Serial #**	**Reg #**	**Quantity**
Skimmers						**1**
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A	

Portable Buildings & Containers			General Information			
Year	**Make**	**Model**	**Description**	**Serial #**	**Tag #**	**Quantity**
Modular Housing/Camp						**45**
2010	Modular Housing	Camp	Housing Units & Offices	Each has a serial #		13
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #		27
2011	MOD	Camp	Gym	Each has a serial #		
2011	MOD Gym	Camp	MOD Gym	Each has a serial #		
2011	MOD Laundry	Camp	Laundry	Each has a serial #		
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #		
2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #		
Office Trailers						**2**
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434001		
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434002		
Detention Unit/Portable Jail						**8**
2011	Portable Jail	40'	Portable Jail	40 ft. Portable Jails - 2 x 7 man	See #267-272	
2011	Portable Jail	40'	Portable Jail	sleepers, one 6 man sleeper @	See #267-272	
2011	Portable Jail	40'	Portable Jail	2 man holding area, one with	See #267-272	
2011	Portable Jail	40'	Portable Jail	shower & toilet unit, and two	See #267-272	
2011	Portable Jail	40'	Portable Jail	day rooms - all stainless	See #267-272	
2011	Portable Jail	40'	Portable Jail	new in August, 2011	See #267-272	
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265	
	Detention Unit	8x20x8'6"	Portable Jail			

L.5. An organizational chart noting supervisory and other key personnel, the team and project management structure, and the ratio of supervisors to field staff.

Please see an organizational chart attached.

L.6. Provide a past or normally used Debris Management Safety Plan and Operational Plan utilized by your company.

Temporary Debris Management Site Operations

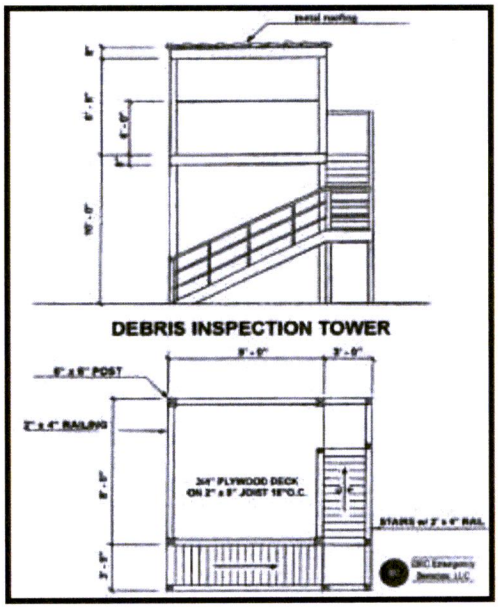
Permitting and Site Mobilization

Within 24 hours of a notice to proceed, mobilization to pre-established TDMS locations will begin:

- Phase One—environmental audit is performed
- The number of TDMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- Land Use Agreements are immediately executed with any private land owners
- For those sites not already permitted, an immediate permitting request will be submitted by DRC's Vice President of Administration and Compliance (Kristy Fuentes)
- DMS Site Plan is established and submitted

Site Access

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.



- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.
- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm's employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.
- **Maintenance and Grading** - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.

Debris Storage Area

Debris may be segregated into five main areas as determined by the type of event.

Vegetative debris—Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

Construction and Demolition (C&D) Debris—Stored separately within an area that will facilitate separation, compaction or grinding.
Recyclables/Salvage—Recyclable/salvageable materials will be stock piled in accordance with the site plan.
White goods—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.
Household Hazardous Waste (HHW)—HHW will be segregated and stored in an approved containment area that may be lined and bermed.

Debris Reduction Methods

Grinding and/or Chipping Operations—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source

Burning—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.

- Reduction by burning provides for the most cost- effective processing, if burning is an option

Compaction—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.

Final Debris Disposal

Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.

Recycling Strategies

Vegetative Debris—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.
Aggregates—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.
Construction and Demolition Debris—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.
White Goods— Easy to recycle due to abundant processors.
Electronic Waste (E-Waste)—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

Debris Management Site Closeout

Restoration is conducted during the close out phase of each TDMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the County directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features.

Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary.

Post use drone footage and still photography shall be taken to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. Environmental sampling that mirrors pre-use sampling is a best management practice.

- Random soil samples, surface and if necessary water samples, may be taken and sealed in containers for comparison with pre-use samples taken
- Independent third- party engineers and testing labs may be used
- Post use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants

Final Inspection, Released and Acceptance of Hidalgo County and/or Landowner

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.

Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's programs and practices include:

- Morning project safety toolbox meetings
- Weekly "better ideas for improvement" meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will:

4. Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
5. Avoid interruptions of Government operations and delays in project completion dates; and
6. Control costs in the performance of this contract.

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.

L.7. Overview of safety training, monitoring and enforcement.

Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's programs and practices include:

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Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.

Safety Procedures

Through careful planning, rigorous attention to training and safety procedures, DRC ensures the health and safety for both personnel and the general public. DRC's Corporate Safety Plan includes basic policies, an accident prevention plan and a substance abuse policy.

Key safety plan components include:

1. Continuous instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their work;
2. A reward system for consistent safe operation and performance.

This organization's safety goals are to provide and maintain safe work environments and establish procedures which will:

- Safeguard public, government personnel, and property
- Provide a safe work environment for employees and subcontractors
- Avoid interruptions to operations and delays involving project completion
- Increase morale
- Enhance cost measures through safe practices

A copy of DRC's Corporate Safety Plan is available for review upon request.

Employee Performance and Training

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in:

- Online FEMA doctrine
- Safety performance and practice
- Certifications relative to individual disciplines

All personnel records (management, supervisors, foremen and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignment. All of DRC's personnel receive specialized training in emergency management and are encouraged to further their education.

L.8. Procedures for tracking, data collection, documentation, verification functions and reporting.

Accounting and Document Management

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the County (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time.

L.9. The firm's ability to provide appropriate training for personnel that will be employed under this project.

Please see the answer to Question L.7.

L.10. How the firm documents and resolves damages.

Prompt Damage Complaint

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

L.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?

TDMS Site Selection

Criteria at a minimum will include:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water controls considerations

- Elevation
- Sound buffers and fencing
- DRC intends to hire a local security firm to provide 24/7 TDMS site security

L.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.

White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

- Separately collected and staged within a designated area at a TDMS or hauled directly to a recycler
- Collection can be performed with light duty trucks and trailers typically possessing a lift-gate
- Freon shall be removed by a certified technician under EPA regulations
- Citizens are informed through PSAs , fliers and social media to remove all contents from refrigerators and freezers prior to collection or to duct tape doors shut to facilitate safety and ease of collection
- Refrigerators and freezers collected with contents shall be staged for content removal and disposal
- White goods shall be recycled, and any derived proceeds handled in accordance with the contractual terms and conditions

L.13. Firm's ability to assess regional landfill capacities and costs to determine reduction vs disposal possibilities.

Identifying Permanent Disposal Facilities, Transfer and Recycling Facilities

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project, including the knowledge to assess regional landfill capacities and costs to determine reduction vs disposal possibilities.

L.14. How will the firm complete the project within the time frame requested.

Please see the answer to Question L.2.

L.15. How firm will satisfy applicable local, State, and federal statutory and regulatory requirements.

Please see the answer to L.1.

L.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.

Please see the answer to L.1.

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.

Please see DRC's sample contract attached.

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.

Please see a Completed Price Book in Tab 2.

Tab 4: Proposer's Experience and Qualifications

Debris Removal & Disposal

DRC takes no exceptions to the project work described.

THIS CERTIFIES THAT

7th Echelon LLC

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541611; 541519; 541512; 561611; 541690; 541613; 541199; 519130

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

06/21/2018	HS09809
Issued Date	**Certificate Number**
06/30/2019	Louis Green / Ingrid M. Robinson
Expiration Date	**Ingrid M. Robinson, President**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

emelton@7thechelon.com

From: City of Houston <houston@mwdbe.com>
Sent: Wednesday, May 16, 2018 4:15 PM
To: emelton@7thechelon.com
Subject: Minority Business Enterprise (MBE) Certification Approved

Edgartt Melton
7th Echelon, LLC
2405 Centerbrook Ct
Pearland, TX 77584

Certification # 18-05-13812

Dear Edgartt Melton:

CONGRATULATIONS! Your application for certification as a City of Houston Minority Business Enterprise (MBE) is approved for a three year period thru May 31, 2021. The approval is contingent upon your firm maintaining certification eligibility throughout the three year period. Your firm will be required to complete a three year cycle review form to be considered for certification eligibility beyond the three year period. We will provide you with notification to submit the three year cycle review form prior to your firm's three year expiration date.

We have certified 7th Echelon, LLC, only for IT Consulting, Project Management, and Background Investigations. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS 236220: PROJECT MANAGEMENT
NAICS 541512: COMPUTER SOFTWARE CONSULTING SERVICES OR CONSULTANTS NAICS 561611: BACKGROUND CHECK SERVICES

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Two months prior to the expiration date of your certification, you will receive instructions on how to complete the Three year cycle Update Form and Affidavit. This form must be completed and returned along with signed copies of your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C) for the past three years. Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at https://houston.mwdbe.com/VendorSearch.asp to ensure the accuracy of your contact information and profile.

Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

I want to emphasize several important facts for your consideration:

First, we are here to assist you with any questions you may have about how the City's M/W/S/DBE program works, and also provide you with assistance with any challenges you may have on a City contract.

Second, never allow a company to submit your name unless you will, through your own efforts, be doing the work. The following practices are violations of the City's M/W/S/DBE program and will result in the revocation of certification for a five-year period:

1. Allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal for a scope of work for which you are not certified;

2. Serving as a pass-through by allowing your company's name to be submitted toward satisfying the M/W/S/DBE goal, but not actually performing, with your own workforce, the exact scope of work represented in the prime's contract documents;

3. Hiring members of the prime contractor's workforce;

4. Requesting or allowing the prime contractor to "advance" dollars or otherwise meet payroll for your employees.

5. OBO discovers that the firm provided false or misleading information for the purpose of certification during the original application process or as part of the certification update.

Third, after you sign a Letter of Intent or contract with a prime contractor to provide services or supplies on a City contract, should you experience ANY problems with actually getting or completing the contract, or being paid, please call us immediately to file a complaint. We cannot know whether you have actually been given the contract, or working on a project as reported to City Council, unless you tell us.

Fourth, the M/W/S/DBE Directory is available online at www.houstontx.gov. It is used internally by City procurement staff and externally by prime contractors and vendors to identify certified firms as they attempt to meet M/W/S/DBE goals assigned to City contracts. Our directory is also used by several other agencies and corporations in their search for confirmed M/W/S/DBE companies. You must maintain an accurate mailing address, a working telephone number with means to leave a message, and a valid email address. It is essential that you return solicitation calls immediately. The accomplishment of the spirit and intent of our program is seriously affected when MWBE's cannot be reached. Those interested in contracting with you must be able to reach you quickly and consistently.

Fifth, please notify us immediately if you are ever, by action or inaction, discouraged from bidding on any City project, by a prime contractor or subcontractor, or any employee of the City. Our program requires that all information on a contract be given to you in a time frame, which will give you an opportunity to develop your bid.

Sixth, your certification has value, so your Certification Number should be guarded carefully. We suggest that you not give your Certification Number to people who call and those who express an interest in doing business with you. Rather, we suggest you wait until your bid is accepted and you have a contract or signed Letter of Intent before releasing your Certification Number. OBO may be called to verify the validity of your certification.

Seventh,be advised that the percentage of M/W/S/DBE goal credit for Material Supply will depend on whether your company meets the commercially useful function requirements for material supplier credit.

Eighth, the expiration date, which appears on this Certification letter, attached Certificate, or other related documentation will be superseded by a graduation date, should your firm be designated as an Established Business.

The City M/W/S/DBE program's focus is to open the competitive process, and to afford you an opportunity to actually perform work or provide services/goods related to City taxpayers' projects. This program is working! Our FY 2015 figures are among the highest in the nation--$288.0 million earned by minority and women owned companies. We hope that in next year's figures we can count contracts you have received.

Finally, be sure to register as a vendor. All suppliers and contractors interested in registering with the City of Houston and/or bidding on products and services procured by the City of Houston, must first register with the City's Strategic Procurement Division for an online web account by accessing the following web-link:
http://purchasing.houstontx.gov/registration_form.aspx.

Once a user name and a password are obtained, you may then proceed to place bids, update your company profile and complete and submit a Supplier Registration Form to enroll on the City of Houston's registered supplier list. New supplier registration is incomplete until an IRS W-9 form is sent via email to houstonpurchasing@houstontx.gov. The information on this form must be the same as listed on the request for Taxpayer Identification Number as required by the Internal Revenue Service.

Again, congratulations. We welcome your participation, and wish you every success.

Very truly yours,

Carlecia D. Wright, Director
Office of Business Opportunity

City of Houston
Office of Business Opportunity
http://www.houstontx.gov/
http://houston.mwdbe.com

This message was sent to: emelton@7thechelon.com Sent on: 5/16/2018 4:15:13 PM System ReferenceID: 63056837

DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

March 15, 2018
In Reply Refer To: **00VE**

Mr. Edgartt James Melton
7th Echelon LLC
DUNS: 081041558
2405 Centerbrook Court
Pearland, TX 77584

Dear Mr. Melton:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that 7th Echelon LLC has been verified as a Veteran-Owned Small Business (VOSB) and added to the Vendor Information Pages (VIP) at http://www.vip.vetbiz.gov. 7th Echelon LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm 7th Echelon LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote 7th Echelon LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: http://www.vetbiz.gov/cve_completed_v.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses: http://www.va.gov/osdbu/verification/whatsNext.asp.

To ensure that 7th Echelon LLC is correctly listed in the Vendor Information Pages, check 7th Echelon LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that 7th Echelon LLC is presently, as of the issuance of this notice, in compliance with the regulation, 7th Echelon LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in 7th Echelon LLC being removed from the VIP Verification Program.

Mr. Edgartt James Melton

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to 7th Echelon LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If 7th Echelon LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also, note, if at any time 7th Echelon LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request the SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in 7th Echelon LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

Thomas J. McGrath
Director
Center for Verification and Evaluation

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:	**1271508148000**
File/Vendor Number:	**508907**
Approval Date:	**16-MAY-2018**
Scheduled Expiration Date:	**31-MAY-2021**

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

7TH ECHELON, 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 13-JUN-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, 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.

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

7TH ECHELON, LLC.

is registered as a

Small Business Enterprise

Effective Date: 05/29/2018

Expiration Date: 05/31/2021

PORT HOUSTON℠

Senior Director
Small Business & Maritime Education

7TH ECHELON LLC

License / Credential Package

7th Echelon LLC

EIN: 271508148

CAGE: 831G2

DUNS: 081041558

TEXAS TAX ID: 32065884309

Services Provided

Mapped to Key NAICS Codes

7TH ECHELON LLC

Regulated License Required	NAICS Code	NAICS Classification	7th Echelon Services	7th Echelon Qualifications/Credentials Slide (#)	Companies that provide this service that share the same NAICS Code
Yes	561611 541690	Investigation/Security	• **Investigations** • **Security consulting** • **Background checks** • **Security consulting/contractor** • **Camera/Card access** • **Locksmith** • **Guard**	• **Security Consultant/Investigator, Texas (1)** • Certified Fraud Examiner (2) • Certified Information System Auditor (3)	• Kelmar And Associates • Integrity Center • Carrizal And Associates • PricewaterhouseCoopers LLP
Yes	541611 541618	Consulting Services	• **Notary Services** • IT project management • Construction project management • Change management	• **Notary Public, Texas (4)** • Project Management Professional (5) • Certified Scrum Master (6) • Certified Scrum Product Owner (7) • PROSCI Change Management Certification (8)	• Booz Allen Hamilton • Accenture • PricewaterhouseCoopers LLP • Guidon Building Solutions
No	541219	Other accounting services	• Information system risk assessments • Information system audits	• Certified Information System Auditor (3) • Certified in Risk and Information Control (9)	• PricewaterhouseCoopers LLP • KPMG • Accenture
No	541690 541512 541519	Other Scientific and Technical Consulting Services	• Cybersecurity • Information security • Cyberfraud • Risk Management	• Certified Fraud Examiner (2) • Certified Information System Auditor (3) • Certified in Risk and Information Control (9)	• PricewaterhouseCoopers LLP • Ernst & Young LLP • KPMG • Booz Allen Hamilton
No	541613	Marketing Consulting Services	• Social Marketing • eMail Marketing • Inbound Sales • Content Marketing	• Content Marketing Certified (10) • Inbound Marketing Certified (11) • Inbound Sales Certified (12) • eMail Marketing Certified (13) • Certified in Social Marketing (14)	• Harte Hanks Inc • Freeman Co • Shamrock Companies

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Licensed investigator/security contractor, State of Texas

Texas Department of Public Safety

7TH ECHELON LLC



Texas Department of Public Safety

Certificate of Licensure

The Private Security Board Certifies that:

7TH ECHELON LLC

C07320501

Is Duly Licensed as

Investigations / Security Contractor
Private Investigation Company / Electronic Access Company
Security Consultant Company / Locksmith Company
Guard Company / Alarm Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 06/30/2019

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division, 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

7TH ECHELON LLC

Certified Fraud Examiner (CFE)

Certified Fraud Examiner

Under and by virtue of the provisions of the bylaws of the
Association of Certified Fraud Examiners
this certificate is granted to

Edgartt J. Melton

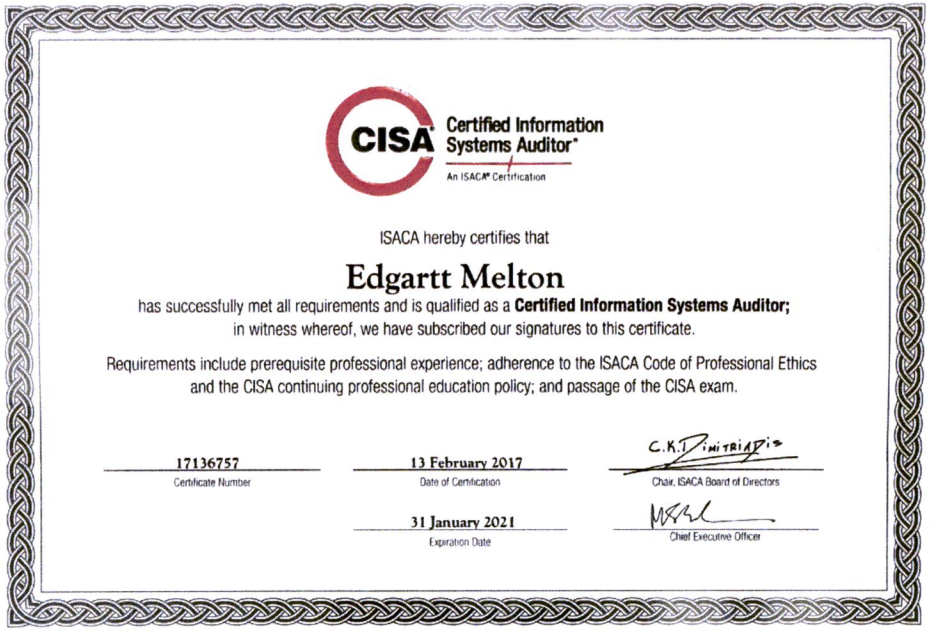
Given under our hands and the Seal of The Association

November 18, 2016

147

7TH ECHELON LLC

Certified Information Systems Auditor (CISA)



CISA Certified Information Systems Auditor®
An ISACA® Certification

ISACA hereby certifies that

Edgartt Melton

has successfully met all requirements and is qualified as a **Certified Information Systems Auditor;**
in witness whereof, we have subscribed our signatures to this certificate.

Requirements include prerequisite professional experience; adherence to the ISACA Code of Professional Ethics and the CISA continuing professional education policy; and passage of the CISA exam.

17136757
Certificate Number

13 February 2017
Date of Certification

C.K. Dimitriadis
Chair, ISACA Board of Directors

31 January 2021
Expiration Date

Chief Executive Officer

ISACA
Trust in, and value from, information systems

https://www.youracclaim.com/badges/bd704434-89ce-4ad9-975a-f5fb1b9cbe03

7TH ECHELON LLC

Notary public, State of Texas



IN THE NAME AND BY THE AUTHORITY OF
THE STATE OF TEXAS

Notary Public Commission

TO ALL TO WHOM THESE PRESENTS SHALL COME--GREETINGS:

Whereas Edgartt James Melton

has been appointed by the Secretary of State of Texas a Notary Public in the State of Texas. Now, therefore, the above named person is hereby commissioned a Notary Public for the State of Texas under the laws of the State of Texas with all the rights, privileges and emoluments appertaining to said office.

TERM OF OFFICE: 06/19/2017 - 06/19/2021 NOTARY ID# 131177661

GREG ABBOTT, GOVERNOR OF TEXAS

Rolando B. Pablos
Secretary of State

NOTARY PUBLIC OATH OF OFFICE

State of Texas
County of HARRIS

I, EDGARTT JAMES MELTON do solemnly swear (or affirm), that I will faithfully execute the duties of the office of notary public of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and this state, so help me God.

x

Sworn to and subscribed before me on this 22nd day of JUNE, 2017

Seal

149

Notary Public Signature

7TH ECHELON LLC

Project Management Professional (PMP)



Project Management Institute

THIS IS TO CERTIFY THAT

Edgartt J Melton

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Mark Dickson • Chair, Board of Directors

Mark A. Langley • President and Chief Executive Officer

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 1969 PENNSYLVANIA

PMP® Number: 2016487

PMP® Original Grant Date: 16 March 2017

PMP® Expiration Date: 15 March 2020

PMI Project Management Institute

https://www.youracclaim.com/badges/97e7211d-42b6-4a8e-b8ad-d82025f61e4c

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Certified Scrum Master (CSM)

7TH ECHELON LLC

ScrumAlliance®
Transforming the World of Work

Edgartt Melton

is awarded the designation Certified ScrumMaster® on this day, November 29, 2016, for completing the prescribed requirements for this certification and is hereby entitled to all privileges and benefits offered by SCRUM ALLIANCE®.

Scrum Alliance CSM CERTIFIED

Certificant ID: 000592693 Certification Expires: 01 December 2020

Certified Scrum Trainer®

Chairman of the Board

7

7TH ECHELON LLC

Certified Scrum Product Owner (CSPO)

ScrumAlliance®
Transforming the World of Work

Edgartt Melton

is awarded the designation
Certified Scrum Product Owner® on this day,
December 01, 2016, for completing the prescribed
requirements for this certification and is hereby entitled to
all privileges and benefits offered by SCRUM ALLIANCE®.

Scrum Alliance CSPO CERTIFIED

Certificant ID: 000592693 Certification Expires: 01 December 2020

Certified Scrum Trainer®

Chairman of the Board

PROSCI – Change management certification

7TH ECHELON LLC



Certified in Risk and Information Systems Control (CRISC)

7TH ECHELON LLC



CRISC Certified in Risk and Information Systems Control

ISACA hereby certifies that

Edgartt Melton

has successfully met all requirements and is qualified as a **Certified in Risk and Information Systems Control;** in witness whereof, we have subscribed our signatures to this certificate.

Requirements include prerequisite professional experience; adherence to the ISACA Code of Professional Ethics and the CRISC continuing professional education policy; and passage of the CRISC exam.

1620364 — Certificate Number

11 August 2016 — Date of Certification

31 January 2020 — Expiration Date

ISACA

https://www.youracclaim.com/badges/26d63a8c-1ec0-482e-b3fb-53c4e2b96643/linked_in_profile

7TH ECHELON LLC

HubSpot – content marketing certified



CONTENT MARKETING CERTIFIED

Ed Melton

The bearer of this certificate is hereby deemed fully capable and skilled in content marketing. He/she has been tested on best practices and is capable of applying them to long-term content planning, content creation, promotion, and analysis, and increasing results through growth marketing.

Certified: Sep 4 2017 - Valid until: Nov 1 2019

HubSpot Academy

CEO **Brian Halligan**

http://api.hubapi.com/academy/v1/badge-image/9E57D134BE254509AAFD53BCDF134FFC

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7TH ECHELON LLC

HubSpot – inbound marketing certified



INBOUND CERTIFIED

Ed Melton

The bearer of this certificate is hereby deemed fully capable and skilled in the methodology of inbound marketing. He/she has been tested on best practices and is capable of applying them to attract strangers, to convert visitors, to close leads and to delight customers.

Certified: Sep 1 2017 - Valid until: Nov 1 2019

HubSpot Academy

CEO **Brian Halligan**

https://hubspot-academy.s3.amazonaws.com/prod/certification/badges/DB564B606ED9463498A5BA48F445DFC7

7TH ECHELON LLC

HubSpot – inbound sales certified



INBOUND SALES CERTIFIED

Ed Melton

The bearer of this certificate is hereby deemed fully capable and skilled in the Inbound Sales Methodology. He/she has been tested on best practices and is capable of applying them to identify, connect, explore, and advise potential buyers.

Certified: Sep 7 2017 - Valid until: Nov 1 2019

HubSpot Academy

CEO **Brian Halligan**

http://api.hubapi.com/academy/v1/badge-image/37891BCC48E74264AC6C5701CF5F3D69

7TH ECHELON LLC

HubSpot – email marketing certified



EMAIL MARKETING CERTIFIED

Ed Melton

The bearer of this certificate is hereby deemed knowledgeable of using email marketing as a sustainable channel to close leads and delight customers. He/she has been tested on best practices that focus on anti-spam compliance, high-converting email sends, mobile optimization and using established metrics to test, optimize, and improve their email marketing.

Certified: Sep 14 2017 · Valid until: Nov 1 2019

HubSpot Academy

CEO Brian Halligan

http://api.hubapi.com/academy/v1/badge-image/17C6F82D54B34AC09244ADB3916C9237

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7TH ECHELON LLC

Hootsuite - social marketing certification

Hootsuite academy

March 5, 2017

CERTIFICATE OF ACHIEVEMENT

Edgartt Melton

has successfully completed:

Social Marketing Certification



https://accredible.com/10533847

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7TH ECHELON LLC

EDGARTT MELTON, PMP, CFE, CISA
Chief Executive Officer
7th Echelon LLC.
m: (312) 401-1788
w: www.7thechelon.com e: emelton@7thechelon.com

SAM SM
SYSTEM FOR AWARD MANAGEMENT
DUNS Number: 081041558
CAGE ID: 831G2

Veteran Owned Small Business
VOSB
cVE

MBE
City of Houston Minority Business Enterprise

HUB
Statewide Historically Underutilized Business Program

TxDPS LICENSED
Investigator
Security Contractor
Security Consultant
Electronic Access
Locksmith/Alarm
Unarmed Guard

CERTIFIED NMSDC MBE 2018

7TH ECHELON LLC

EDGARTT MELTON
PMP | CFE | CISA | CRISC
Chief Executive Officer
(312) 401-1788
emelton@7thechelon.com

COMPANY DATA
DUNS: 081041558
CAGE: 831G2

NAICS CODES
236220: Project management
541618: Consulting services
561611: Investigation services
541690: Security consulting

TxDPS LICENSED
Investigator
Security Contractor
Security Consultant
Electronic Access
Guard
Alarm
Locksmith

CERTIFICATIONS

MBE
City of Houston Minority Business Enterprise

Veteran Owned Small Business VOSB cVE

CERTIFIED NMSDC MBE 2018

HUB
Statewide Historically Underutilized Business Program

7TH ECHELON CAPABILITY STATEMENT

CORE COMPETENCIES

We work alongside our clients to help them maintain process control, reduce execution risk, manage change, increase speed of delivery and enhance readiness for critical initiatives by using our network of professionals and proven processes to deliver consistent results. We provide services in, but not limited to, the following areas:

- Project Management
- Risk Management
- Information Security
- Background Checks
- Physical Security
- Fraud Examination

INDUSTRY EXPERTISE

- Retail
- Utilities
- Food & Beverages
- Consumer Electronics
- Consulting
- Construction

WHY 7TH ECHELON

We have the keen ability to devise a strategy. Think ahead, realize the big picture and understand the impact of our clients vision. We are:

- **Solution driven:** We use our expertise and knowledge to assist our clients to define project strategy while ensuring quality and adherence to regulatory compliance.
- **Client focused:** We focus on performance of quality work by understanding our clients issues and current environment as well as professional standards.
- **Adaptable:** We maintain effectiveness when experiencing major changes in our clients work or business environments.
- **Courageous:** We never compromise on ethics, quality or professional standards.

RECENT CLIENT(S)

CLIENT	PROJECT(S)	NAICS
Major beverage company	• Organized and led product launch for a premium sports drink and water brand • Led design of organizations Enterprise Project/Change Management Office	541618 236220

We are insured for commercial general liability and errors and omissions.

1st Global Mfg, inc

DUNS: **079143979**

CAGE Code: **7BFA8**

POC: **Keith Morton, President**

Email: **kmorton@1stglobalgroup.com**

Phone: **(316) 201-6143**

Address: **2621 S. Custer**

Wichita, KS 67217- 1323

Years in Business: 12 years

Company Website: 1stglobalgroup.com

Type of Work Performed*

Debris load/haul, blue tarp, C&D load/haul, STEEP program

Previous Disaster Response Experience*

Katrina 2 years. Houston 4 months. Florida 4 months. Puerto Rico 6 months

Main Contact Title: David Nicodemus manager **Cell Phone:** 913-269-4259

Email Address: david@1stglobalgroup.com

Indicate quantity of each:

Dump Trucks < 30 YD: 20

Dump Truck > 39 YD: 15

Pickup Trailer: 30

Knuckle Boom: 10

Wheel Loaders: 20

Tub Grinders: 5

Chippers: 5

Skid Steer Loader: 20

Bucket Trucks: 25

Additional Notes and Resources Available (crews, services, etc.)

We have crew's onsite that have been doing first push. Also have incinerators, Scorpion saws, and tub grinders available to come.

Robert Hunter Fuzzell
320 Long Ct. Mobile, AL 36608
404-936-4833
HFuzzell@rpfes.net

Bachelor of Science, Finance, August 1999
Auburn University Auburn, Alabama

Masters of Business Administration, December 2000
Specialization: Information Systems
Auburn University Auburn, Alabama

Masters of Engineering – Construction Management
University of Alabama at Birmingham 2013

SUMMARY OF QUALIFICATIONS

- Diversified senior management experience on projects up to $75M in value, across a spectrum of disaster responses
- Serve as part of the senior management team for companies with revenues in excess of $150M
- Comfortable in working in high stress disaster situations, both international and domestic
- Founded and grew RPF Emergency Services to revenues in excess of $50M annually in less than 36 months
- Ability to completely turnkey the management and operations of all types of disaster debris projects including: municipal ROW, DOT, demolitions, marine debris, body recovery, ROE, PPDR, grinding and tree trimming

PROFESSIONAL EXPERIENCE

Founder and Owner, January 2015 to Present
RPF Emergency Services, LLC
Mobile, AL

- 2015 – RPF is founded and subcontracts over $10m in FEMA reimbursable projects
- 2016 – as subcontractor to multiple prime contractors, RPF turn-keyed 18 multiple projects, managing the hauling and reduction of over 3.5 million cubic yards of debris, totaling over $26m in FEMA reimbursements
- 2017 - As a subcontractor to DRC Emergency Services, managed the hauling and reduction of over 5 million cubic yards of debris, totaling over $50m in FEMA reimbursements

Director of Business Development, November 2014 to January 2015
TFR Enterprises, LLC
Leander, TX

- Responsible for all bidding and sales programs
- Grew preposition contract base from 47 contracts to 78 contracts in 13 months

- Served as Operations Manager for multiple projects, including the devastating floods in Hays County and Wimberly TX in May of 2015.

Vice President – Regional Manager, January 2-2013 to October 2014
DRC Emergency Services, LLC
Mobile, Alabama

- Serves as Regional Manager for the Northern Gulf Coast and US West Coast
- Act as Program Manager for major projects
- Coordinate the response to major RFPs
- Become the Qualifying Party for over 30 different contractor licenses, across 13 states, including: Heavy Construction, Building Construction, Hazardous Materials, and Demolition

Director of Operations, August 2005- January 2013 (acquired by DRC)
Cahaba Disaster Recovery, LLC
Mobile, Alabama

- Identify, estimate, and bid strategically determined proposal opportunities
- Act as Program Manager for major projects
- Serve as contact for critical clientele
- Work with Controller to identify and implement corporate cost saves
- Design lead for industry standard proprietary data management system

Director of Revenue Analysis, January 2004 - August 2005
Financial Manager of Program Management Office
February 2003 – January 2004
Nova Information Systems
Atlanta, GA

- Responsible working with Senior Management in the development of annual budgets, in excess of $150M
- Prepared month end revenue presentations for Senior Management
- Analyzed month to month, quarter to quarter, and year over year financials on a monthly basis
- Provided budget analysis and tracking for all Program Management Office projects
- Partnered with upper management to identify potential project cost saves or overruns

Analyst, Financial Services Stream January 2001 – December 2002
Accenture
Atlanta, GA

- Responsible for detailed scheduling on implementations of over 1000 items
- Tasked with tracking budgets and suggesting cost saves across multiple projects

References available upon request.



VMK Materials, LLC is a family owned business based out of Mission, TX that supplies Construction Aggregates, Landscaping Materials, and Trucking Services as well as Land Clearing and Demolition Services. VMK Materials supplies multiple and diverse projects across South Texas in both the private and public sectors including windfarms, electrical substations, commercial & residential construction, municipalities, and school districts such as the City of McAllen, McAllen ISD, and Valley View ISD among others.

VMK Materials was established in 2017 and is owned and operated by Karla Garza (President) and Victor Garza (Vice-president) whom are both Rio Grande Valley natives. Victor has been in the construction materials industry for over 16 years where he managed operations and sales teams across the Valley for a large multi-national corporation. He received a Master's in Mechanical Engineering from Stanford University, a Bachelor's in Mechanical Engineering from Texas A&M University, and was the Valedictorian of Mission High School. Karla has 10 years of sales, operations, and management experience as a senior level manager successfully managing large teams and global retail customers for a large multi-national corporation in the food & beverage industry and is an active member of the Hidalgo County community through volunteering and co-chairing in the Junior League of McAllen. She is a graduate of Texas A&M University's May's Business School. Victor and Karla both enjoy giving back to the community they operate and reside in through their charitable contributions to the FFF (Faith Family Friends) Foundation, college scholarships for Hidalgo County prospective Texas A&M students and donations to support the Junior League of McAllen's mission to address children impacted by food scarcity in the RGV.

Victor Garza

VMK Materials LLC

cell: 956-240-6186

email: vgarza@vmkmaterials.com

www.VMKmaterials.com

(HTTP://AECENGINEERING.NET/)

CARLOS GARZA, P.E.



CARLOS GARZA, P.E.

President and Principal Engineer

Mr. Garza has over 20 years of experience and education in Environmental and Civil Engineering practice as well as Surveying Principles. He is experienced in a variety of projects ranging from Environmental Clearance and Permitting of Municipal Facilities to Planning, Design, Construction, and Implementation of Residential and Commercial Land Development projects. He has been involved with the design and construction administration of a great variety of commercial, private, and municipal developments.

His numerous certifications and professional affiliations, in addition to his BS and ME in Agricultural Engineering from Texas A&M University, have led to his involvement in countless civil and environmental engineering projects of the Rio Grande Valley and across the State of Texas;

(HTTP://AECENGINEERING.NET/)

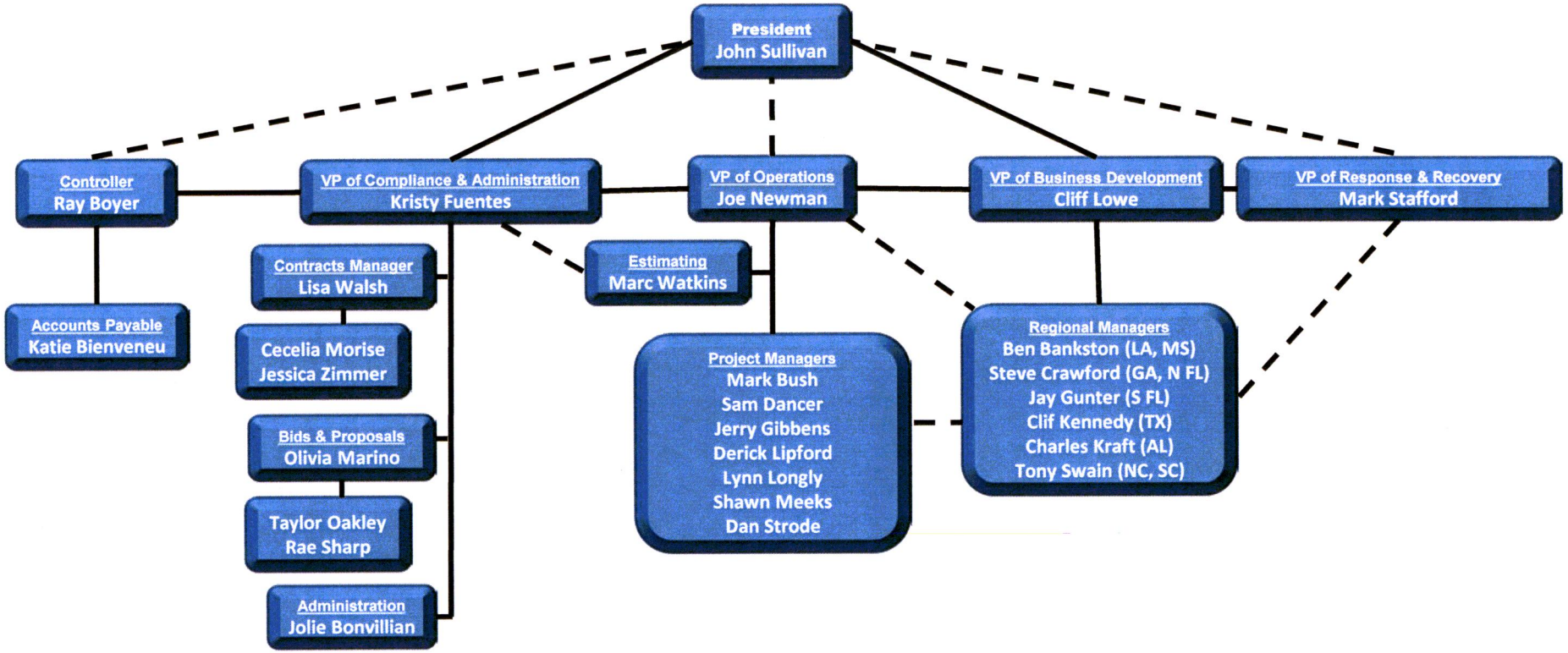
O'Reilly Auto Parts, Dollar General, Dollar Tree, Taco Bell, Genghis Grill, Golden Corral, Melrose Clothing Company, First Cash Financial Services, Chick-fil-A, Blue Wave Carwash, IBC Bank, InterNational Bank. He has worked in areas like: El Paso, Laredo, Cotulla, Roma, La Joya, San Antonio, Corpus Christi, El Paso, Brownsville, McAllen, Edinburg, Pharr, Mission, Magnolia, Falfurrias, Corsicana, San Juan, and Alamo, Austin, Boerne, and Copperas Cove.

- Professional Engineer #92602-TX
- Professional Geoscientist #1267-TX
- TDSHS Licensed Asbestos Individual Consultant #10-5714
- Licensed Corrective Action Plan Manager # PM0000091 – TX
- Certified Floodplain Manager #1038-06N – TX
- Texas Surveyor in Training Certified Erosion, Sediment, and Stormwater Inspector #758

carlos@aecengineering.net (mailto:carlos@aecengineering.net)

(956) 380-6558 ext 1 (tel:(956) 380-6558 ext 1)

OTHER MEMBERS


President
John Sullivan
Controller
Ray Boyer
VP of Compliance & Administration
Kristy Fuentes
VP of Operations
Joe Newman
VP of Business Development
Cliff Lowe
VP of Response & Recovery
Mark Stafford
Accounts Payable
Katie Bienveneu
Contracts Manager
Lisa Walsh
Cecelia Morise
Jessica Zimmer
Bids & Proposals
Olivia Marino
Taylor Oakley
Rae Sharp
Administration
Jolie Bonvillian
Estimating
Marc Watkins
Project Managers
Mark Bush
Sam Dancer
Jerry Gibbens
Derick Lipford
Lynn Longly
Shawn Meeks
Dan Strode
Regional Managers
Ben Bankston (LA, MS)
Steve Crawford (GA, N FL)
Jay Gunter (S FL)
Clif Kennedy (TX)
Charles Kraft (AL)
Tony Swain (NC, SC)

CONTRACT FOR DISASTER DEBRIS REMOVAL SERVICES

This Contract for Disaster Debris Removal Services entered into on this ___ day of _____, 2017 (hereafter "Contract" or Agreement"), by and between the _____ (hereafter "Government"), represented herein by authorized representative below, and DRC Emergency Services, LLC (hereafter "DRC" or "Contractor"), represented herein by authorized representative below.

WITNESSETH that Contractor and Government, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

SCOPE OF CONTRACT: The Contractor shall perform and provide all those services and work for the benefit of the Government in accordance with and as set forth in the Contract Documents defined below.

CONTRACT TERM: The initial term of this Contract shall be from _____ __, 2017 through _____ __, 201_, with additional renewal options of _____.

CONTRACT DOCUMENTS: The Contract Documents shall consist of the:

(a) The Government Request for Proposal or other solicitaion and all documents referenced therein;

(b) The FEMA Contract Clauses attached hereto as Exhibit "A";

(c) Contractor Certification Regarding Lobbying attached hereto as Exhibit "B"; and,

(d) Contractor's Proposal submitted in response to the Government's Request for Proposal or other solicitation.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract.

THUS DONE AND SIGNED, the parties have caused this Contract to be duly executed intending to be bound thereby.

	DRC EMERGENCY SERVICES, LLC
_____	
_____	_____
(Signature)	(Signature)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

EXHIBIT "A"

The following provisions are adopted by reference and form part of the parties' Agreement (hereinafter the "AGREEMENT"). For purposes of the provisions below, the City of Albany, Georgia shall be referenced as "GOVERNMENT" and DRC Emergency Services, LLC shall be referenced as "CONTRACTOR."

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: $100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

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

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this

AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that is has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) <u>EQUAL EMPLOYMENT OPPORTUNITY CLAUSE</u> (2 CFR §200.326 Appendix II to Part 200 (C))

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

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

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

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

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

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

D. <u>DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT</u> (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) <u>Bacon-Davis Act</u>: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) <u>Copeland "Anti-Kickback" Act</u>: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of

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

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

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. <u>RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT</u> (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37

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

G. <u>CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT</u> (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirments in each subcontract exceeding $100,000.

H. <u>ENERGY EFFICIENCY AND CONSERVATION</u> (2 CFR §200.326 Appendix II to Part 200 (H))

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

I. <u>DEBARMENT AND SUSPENSION</u> (2 CFR §200.326 Appendix II to Part 200 (I))

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. <u>BYRD ANTI-LOBBYING AMENDMENT</u> (2 CFR §200.326 Appendix II to Part 200 (J))

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

K. <u>PROCUREMENT OF RECOVERED MATERIALS</u> (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

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

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products/htm.

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

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

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

GOVERNMEMT:	CONTRACTOR:
City of Albany	DRC EMERGENCY SERVICES, LLC
_____	_____

EXIHBIT "B"

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

DRC EMERGENCY SERVICES, LLC

_____

KRISTY FUENTES, VICE-PRESIDENT

Date: _____ __, 2017

Availability of Firm's Resources

Availability of Key Personnel

For the past 30 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the County as needed. Personnel are N.I.M.S-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for Hidalgo County is Clif Kennedy who is capable of responding to the needs of the County 24 hours a day, 7 days a week.

Available Equipment

DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. Most recently, during the 2017 hurricane season, we operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Michael, and Maria.

DRC Owned Equipment

Trucks			General Information			
Year	Make	Model	Description	Serial #	Tag #	Quantity
F150 Class, SUV/PP, F250+ class						**8**
2009	Ford	Ford F150	Pick up	1FTPW14V99FA05748	AL 2A62Z18	
2006	Ford	F-650 4x2	Pick up	3FRNW65R16V255189	AL 2X310388	
2008	Ford	F-350	Pick up	1FDSX34R48EB72833	AL 2X251612	
2010	Ford	F-250	Pick up	1FTSW2BR5AEA44885	AL 2B44521	
Self Loaders						**3**
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLU0X83J392848	AL 2AP757256	
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259	
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260	
1999	Kenworth		Knuckleboom Self-Loader	1NKDXBEX0XR798485		
2010	Kenworth		Knuckleboom Self-Loader	1NKDLU0XXAJ266391		
2011	Kenworth		Knuckleboom Self-Loader	1NKDLU0X6BJ284291		
Truck/Tractors						**2**
Trailers			**General Information**			
Year	Make	Model	Description	Serial #	Tag #	Quantity
Kitchen Trailer/Tractors						**2**
2002	Haulmark	WT-L-BHP 6280	portable Kitchen Trailer	4XSG540362G041778	AL 2TR52559	
Dump Trailers						**7**
2007	Econline	DP2425DA	Dump Trailer	42EDPKV2971000240	AL 2TR13268	
2005	Top Hat	35 yd	Debris Trailer	4R7B025235T060488		
2005	Top Hat	35 yd	Debris Trailer	4R7B025245T060435		

2005	Top Hat	35 yd	Debris Trailer	4R7B025205T061775		
	Loadmaster	2628 - 8600 Tandem	Trailer	4YPAB27236T041943		
Utility Trailers						**3**
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261	
	Top Hat	EH20X7 -14E-F	20' Utility Trailer	4R7BU2022BT110787		
2010	Carry On		Enclosed	4YMCL121XAT027557		
Car/Boat Trailers						**2**
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483	
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482	
Cargo Trailers						**2**
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264	
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260	
Miscellaneous						**1**
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8	
Heavy Equipment			**General Information**			
Year	**Make**	**Model**	**Description**	**Serial #**	**Tag #**	**Quantity**
Wheel Loader						**1**
2007	Prentice	2384	loader	PR63177		
Other:						**17**
	ABI	T-200	Trailer mounted Air Curtain	T20FN03085		
	Vermeer		Bale Processor			
2000	Carlton	7500	Stump Grinder	1J9G42110Y1167345		
2002	Caterpillar	TH63	Telehandler	5WM07638		
2013	Bradco	30272-9925	Cutter Head	346471		
2013	AFE	SSECO	Cutter Head	10-13-R125-081		
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Spreader			
	-		Std Duty Box Blade			
	-	SRBG-6	Solesbee Root Rake	92108		
	-		5th wheel attachment			
2004	Gorman Rupp	PA4A60-4045D	4" Diesel Self Prifming Trash Pump	1283487N		
2016		-	Air Compressor			
1400 - Boats/Motors/Barges			**General Information**			
Year	**Make**	**Model**	**Description**	**Serial #**	**Reg #**	**Quantity**
Skimmers						**1**
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A	
Portable Buildings & Containers			**General Information**			
Year	**Make**	**Model**	**Description**	**Serial #**	**Tag #**	**Quantity**
Modular Housing/Camp						**45**
2010	Modular Housing	Camp	Housing Units & Offices	Each has a serial #		13
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #		27
2011	MOD	Camp	Gym	Each has a serial #		
2011	MOD Gym	Camp	MOD Gym	Each has a serial #		
2011	MOD Laundry	Camp	Laundry	Each has a serial #		
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #		
2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #		
Office Trailers						**2**
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434001		
2008	EZ Rigid Trailer	EZR-8624	Portable Office Trailer	1E9BR241781434002		
Detention Unit/Portable Jail						**8**

2011	Portable Jail	40'	Portable Jail	40 ft. Portable Jails - 2 x 7 man	See #267-272	
2011	Portable Jail	40'	Portable Jail	sleepers, one 6 man sleeper @	See #267-272	
2011	Portable Jail	40'	Portable Jail	2 man holding area, one with	See #267-272	
2011	Portable Jail	40'	Portable Jail	shower & toilet unit, and two	See #267-272	
2011	Portable Jail	40'	Portable Jail	day rooms - all stainless	See #267-272	
2011	Portable Jail	40'	Portable Jail	new in August, 2011	See #267-272	
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265	
	Detention Unit	8x20x8'6"	Portable Jail			

Tab 6: Additional Services, Additions, or Deletions

Debris Removal & Disposal

DRC requests no additional service and/or service suggestions or deletions that exceed the agreed upon scope.

COMPREHENSIVE SERVICES

DRC and its sister companies have the capability to execute each step in the recovery process, utilizing some of the best personnel, resources and financial capabilities in the disaster industry. Through the combined efforts of our distinct companies, we are ready, willing and able to take the lead in all three critical phases of disaster management and recovery and assist clients with accomplishing the full restoration of lives and communities.

RESPOND

Immediate response to a disaster is imperative to quickly restoring a community to functioning levels. No matter the task, we specialize in executing this phase and work around the clock to clear the way for the restoration of critical services to affected areas.

- Disaster management and relief services
- Emergency mitigation with debris removal
- Demolition and structural stabilization
- Emergency sheltering and mass care
- Restoration of critical services and emergency utilities
- Water damage mitigation and removal of materials

RECOVER

Once critical needs are met, the second phase commences to execute recovery efforts and enable communities to begin moving forward. We have the ability to streamline the process and make the phased transition immediate and seamless.

- Temporary and permanent housing solutions
- Road reconstruction and utility work
- Electrical, plumbing, sewage and HVAC services
- Marine debris salvage and recovery
- Debris removal and hazardous material abatement
- Beach sand screening and replenishment

RESTORE

With the completion of recovery efforts, permanent restoration begins, which enables a community to rebuild in a manner that brings a return to normalcy. Through "pocket" construction or comprehensive community development, we help bring stability and enable positive forward momentum.

- Permanent residential rehabilitation, reconstruction, and elevation
- Infrastructure development
- Marine and port facility reconstruction
- Land and marine disaster mitigation improvements
- Community master-plan design and construction
- Program and construction management

FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over $1 billion** and access to dedicated cash and credit lines in **excess of $200 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to $207 million and 6 million cubic yards.
- 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions), DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of $64.7 million contract value.
- The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 400,000 cubic yards, the contract value is $54,449,473.
- DRC successfully performed in at least 9 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is $185,334,469.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately $200 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over $100 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while still performing other projects across the United States.

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.

Banking
Texas Capital Bank
Mike Chryssikos
Senior Vice President
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7109
michael.chryssikos@texascapitalbank.com
(Please see attached letter)

Surety
Bowen, Michlette & Britt Insurance Agency LLC
Toby Michlette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmiclette@bmbinc.com
(Please see attached letter)

Insurance
McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd.
Suite 500
Houston, TX 77024
(713) 940-6544
Rob.harrison@mcgriff.com
(Please see sample insurance certificate in Tab 1)

COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, customer-centric service in the industry while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct that all contractors and individuals are expected to adhere to.



Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include:

- Evaluating internal and external compliance issues/concerns relating to DRC's interaction with customers
- Ensuring that our management, employees, and customers are in compliance
- Serving to form a valuable line of communication between the company and customers
- Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.

DRC's Core Values

Be Honest
Work Hard
Be Accountable
Show Courtesy and Respect
Be Prepared

Application of Core Values

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to apply these values:

- To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- To our **suppliers and subcontractors,** we are fair and professional, honoring our commitments to business partners who hold our same values.

COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the "**first in response**" for natural and man-made disasters by being prepared, responsive, competent, and demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

Our senior management and key personnel are committed to the highest standard of ethical conduct and compliance. Our senior management team has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs.

Quality Control Plan

The purpose of the Quality Control Plan is to promote **efficient and safe operations** and a **quality product**. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing Hidalgo County in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.



Our mission is to provide the most **dependable**, **honest** and **customer-centric** services in the industry by building **lasting relationships** with the clients we serve.

We are among the leading disaster management and civil construction groups in the United States, specializing in providing emergency preparation, disaster response and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

At DRC we're always *striking back* against disaster.

RELEVANT WORK EXPERIENCE

2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Michael	**Florida:** Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City **Georgia:** Colquitt	27	Work in Progress	Work in Progress
Hurricane Florence	**North Carolina:** Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejune	18	Work in Progress	Work in Progress
Alabama Tornado Outbreaks	**Alabama:** Calhoun County, St. Clair County, and the City of Jacksonville	2	302,004.00	$ 4,833,620
2017	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Hurricane Harvey	**Texas:** Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	$ 89,426,277.00
Hurricane Irma	**Florida:** Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine **Georgia:** Brunswick	30	2,159,454.64	$ 48,775,168
Hurricane Maria	**Puerto Rico:** Department of Transportation and Public Works	8	1,082,845.80	$ 69,757,413
2016	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Winter Storm Jonas	**Maryland:** Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore **Virginia:** Loudoun County	N/A	N/A	$ 1,002,792
Multiple Severe weather events and flooding	**Texas:** Harris County, Houston, Texas DOT **Louisiana:** East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	$ 50,000,000
Hurricane Hermine	**Florida:** Citrus County, Leon County	N/A	26,694.25	$1,792,096.93
Hurricane Matthew	**Florida:** Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian **North Carolina:** New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach **Georgia:** Georgia Department of Transportation	14	579,473.65	$13,572,406.02

Tab 7: Miscellaneous Information

Debris Removal & Disposal

2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
Texas Flood Event	**Texas:** Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	$ 2,039,329
Louisiana Storm Event	**Louisiana:** East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	$ 875,867
2014	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Winter Ice Storms	**South Carolina:** South Carolina Department of Transportation **North Carolina:** New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale	15	1,839,119.82	$ 54,449,473
2013	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Midwestern Tornado Outbreak	**Missouri:** St. Louis County, St. Charles County, and City of Bradenton **Oklahoma**: City of Pottawatomie and City of Oklahoma City	2	205,288.10 Cubic Yards 50,426.28 Tons	$ 3,253,487
2012	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Superstorm Sandy	**New Jersey:** Piscataway and City of Ocean City **New York:** New York Department of Transportation **Maryland:** Harford County	N/A	988,081.93	$ 19,063,581
Hurricane Isaac	**Louisiana:** Louisiana Department of Transportation, Ascension Parish, St. John the Baptist Parish, Jefferson Parish, East Baton Rouge Parish, St. Charles Parish, City of New Orleans, New Orleans Downtown Development District, and City of Mandeville	6	814,611.22	$ 11,929,391
2011	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Hurricane Irene	**North Carolina**: New Hanover County, Pender County, Pamlico County, North Topsail Beach, Havelock, and Southern Shores **Virginia**: Virginia Department of Transportation, Virginia Department of Emergency Management, City of Richmond, Suffolk **Maryland**: St. Mary's County, Calvert County, and Harford County **Rhode Island**: Rhode Island Department of Transportation, Burgaw, Barrington, Cranston, Narragansett, Cumberland, Providence,	14	872,108.16	$ 18,477,522
2011 Tornado Outbreak	**Alabama:** Alabama Department of Transportation Divisions 1, 3, and 5, Alabama Department of Natural Resources, Jefferson County, Franklin County Calhoun County, City of Birmingham, City of Trussville, Town of Phil Campbell, Birmingham Airport Authority, and University of South Alabama **Mississippi**: Holmes County, Clay County, Durant,	12	2,695,808.75	$ 32,235,282
FEMA Site Development	**North Dakota:** Minot	N/A	N/A	$ 9,367,899

2010	Activations	Temporary Sites	Cubic Yardage	Contract Value
Deepwater Horizon Oil Spill	**Louisiana:** USES of Louisiana, Plaquemines Parish, Terrebonne Parish, St. Bernard Parish, Lafourche Parish, and Jefferson Parish **Florida**: Okaloosa County, Santa Rosa County, and Escambia County	N/A	N/A	$ 185,334,468
2008	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Hurricane Ike	**Texas:** Texas GLO, Texas Department of Transportation, Trinity Bay Conservation, Harris County, Jefferson County, Jefferson County Drainage District, Nassau Bay, City of Nederland, City of Humble, Jamaica Beach, Port Arthur, Baytown, El Largo Port of Galveston, City of Groves, Piney Point Village, City of Galveston, Taylor Lake Village, City of Bellaire, City of Port Neches, and the City of Houston	25	11,377,207.60	$ 169,770,518
Hurricane Gustav	**Louisiana**: Louisiana Department of Transportation, Assumption Parish, Iberville Parish, Bayou Lafourche Fresh Water District, St. John the Baptist Parish, St. Landry Parish, Iberville Parish, Lafayette Parish, Iberia Parish, Tangipahoa Parish, Terrebonne Parish, City of Kenner, and the City of New Orleans	21	4,289,503.96	$ 38,218,302
2005	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Hurricanes Katrina, Rita and Wilma	**Louisiana:** Louisiana Department of Environmental Quality, Orleans Levee District, East Baton Rouge Parish, Washington Parish, Plaquemines Parish, St. Tammany Parish, City of Kenner, City of Westlake **Mississippi:** USCG, Mississippi Department of Transportation, and the City of Gulfport **Florida:** Florida Department of Transportation, Palm Beach Solid Waste Authority, Martin County, Miami-Dade County, Monroe County, Palm Beach County, Plantation, Deerfield Beach, North Miami, Miami, Hollywood, and the City of Gulf Breeze	20	Currently Unknown	$ 1,162,578,450
2004	**Activations**	**Temporary Sites**	**Cubic Yardage**	**Contract Value**
Hurricanes Charley, Frances, Ivan and Jeanne	**Florida:** South Florida Management District, Okaloosa County, Escambia County, St. Lucie County, Hillsborough County, Indian River County, Martin County, Jacksonville Beach, Mary Esther, Broward County, City of Tampa, Crestiew, Deerfield Beach, Deltona, Hollywood, Orchid, Plantation, Tarpon Springs, Nicevilla, Sanford, Temple Terrace, West Palm Beach, Vero Beach	10	Approximately 10,000,000	$ 130,293,371

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC
1111 NORTH LOOP WEST, SUITE 400
HOUSTON, TEXAS 77008
TELEPHONE (713) 880-7100
FACSIMILE (713) 880-7149

October 11, 2018

DRC Emergency Services, LLC
6702 Broadway
Galveston, TX 77554

Re: DRC Emergency Services, LLC

Dear Sir or Madam:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Hartford Fire Insurance Company(Hartford), which has an A.M. Best Rating of A+ Superior with a Financial Size Category of XV. Hartford has agreed to support performance and payment bonds for single projects up to $150,000,000 as long as these projects fit within a $300,000,000 aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Hartford, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to third parties or to you if for any reason Hartford does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

David T. Miclette
Senior Vice President

DT/rg

EXHIBIT "C"
PROOF OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2019

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
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT NAME: Julia Becvar
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS: jbecvar@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters At Lloyd's, London	15792
INSURER B : The Phoenix Insurance Company	25623
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Argonaut Insurance Company	19801
INSURER E :	
INSURER F :	

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

COVERAGES **CERTIFICATE NUMBER:** 9P5KJUK3 **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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	B0621EMSSL000118	05/26/2018	05/26/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	810-9J994734-18-26-G	05/26/2018	05/26/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	B0621EMSSL000218	05/26/2018	05/26/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0001307608 TX WC928318471754	05/26/2018	05/26/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP NO: 2019-074-05-01-YSS, Debris Removal & Disposal

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects the General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions. In the event of cancellation by the insurance companies the General Liability, the Texas Workers' Compensation, Automobile Liability and Excess policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

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

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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:
2019-532715

Date Filed:
08/23/2019

Date Acknowledged:
08/23/2019

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

DRC Emergency Services, LLC
Galveston, 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

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.

C-19-074B-08-27
Debris Removal and Disposal

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

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:
2019-532715

Date Filed:
08/23/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DRC Emergency Services, LLC
Galveston, 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

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.
C-19-074B-08-27
Debris Removal and Disposal

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kristy Fuentes, and my date of birth is May 31, 1974.

My address is 110 Veterans Boulevard, Suite 515 (street), Metairie (city), LA (state), 70005 (zip code), US (country).

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

Executed in Jefferson Parish County, State of Louisiana, on the 23 day of August (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)