

VENDORS SHALL IMMEDIATELY COMPLETE THIS
SPECIFICATION DOWNLOAD ACKNOWLEDGEMENT
AND RETURN IT VIA EMAIL TO: STEPHANIE.KEETON@CO.LIBERTY.TX.US

These specifications have been made available to view and/or download on-line for your convenience.

By downloading these specifications, you have agreed to monitor Liberty County Purchasing's Webpage for Addenda(s) pertaining to this RFP.

REQUEST FOR PROPOSALS # 24-10

Disaster Debris Monitoring Services and Consulting

_____	_____
Date	Legal Name of Company

Mailing Address	
_____	_____
E-Mail Address	Phone Number
_____	_____
Contact Name	Signature

Submission of this form does not guarantee addenda notification.

It is the responsibility of the Vendor
to monitor Liberty County Purchasing's Website
for the most current information and addenda(s)
regarding this Request for Proposal.



REQUEST FOR PROPOSAL #24-10

July 11, 2024

Disaster Debris Monitoring Services and Consulting

Dear Providers:

You are invited to submit a proposal, in accordance with the requirements of solicitation as attached, the County's Request for Proposal ("RFP") for Disaster Debris Monitoring Services and Consulting for the Office of Emergency Management.

Proposals will be accepted until 10:00 a.m. on July 25, 2024, at 2099 Sam Houston Street, Liberty, Texas 77575 in the Purchasing Department. The names of the respondents will be read aloud publicly immediately after the submittal deadline.

Proposals must be delivered to the County Purchasing Agent by the time and date specified. It is the responsibility of the submitting County to ensure that the RFP is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether the delay was outside the control of the submitting provider. The County reserves the right to negotiate with any and all service providers submitting timely RFPs.

It shall be the offeror's responsibility to make inquiry as to change or addenda issued, and to monitor the website. Vendors are responsible for monitoring the Purchasing Departments' website at www.co.liberty.tx.us/purchasing for addenda. No addenda will be issued three (3) days prior to bid opening date.

Proposal submittal serves as Vendors' acceptance of all terms, conditions and requirements provided by this request. Upon acceptance and approval by the Commissioners' Court, this proposal and its contents, become part of the contract between Liberty County and the awarded vendor. Liberty County will award the proposals as promptly as possible consistent with the time required for a thorough analysis of the proposals submitted.

Liberty County is an Affirmative Action/Equal Opportunity Employer, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Keeton".

Stephanie Keeton
Assistant Purchasing Agent

Request for Proposals (RFP) #24-10 for Disaster Debris Monitoring Services and Consulting

Liberty County is seeking proposals for Disaster Debris Monitoring Services and Consulting to be utilized by the County’s Office of Emergency Management. All contractors providing disaster-generated debris removal monitoring and consulting are invited to submit a proposal. The successful Offeror (Contractor) must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP. The following are the required elements of this request for proposal. Information regarding this request for proposal can be provided by contacting the person listed as the Sole Point of Contact.

PURPOSE

Liberty County, herein “the County”, seeks to establish pre-event contracts for Countywide Disaster Related Debris Monitoring Services with qualified Individuals, Firms or Corporations, herein after “Respondent(s)”. The primary purpose is to create at-the-ready resources, at established prices, for the County’s disaster response and recovery operations in the event of a weather event or disaster situation.

The intent of this proposal is to enable the County to acquire a qualified contractor to perform emergency debris removal monitoring services on an on-call basis for the County. Eligible debris to be removed shall be determined to eliminate immediate threats to life, public health and safety; determined to eliminate immediate threats of significant damage to improved public or private property; and/or considered essential to ensure economic recovery of the affected community to the benefit of the community at large. Monitors shall ensure that debris removal is being performed efficiently and pursuant to County direction.

SCHEDULE OF EVENTS

Note: All dates are tentative, and the County reserves the right to change these dates at any time. At the sole discretion of the County events listed in the Schedule of Events are subject to scheduling changes and cancellation. The County will make public any changes to stated.

Advertisements of RFP	July 11, 2024 and July 18, 2024
Deadline for submission of RFP clarifications	July 18, 2024 at 5:00 PM
If applicable, Issuance of Responses to RFP clarifications	July 19, 2024
Deadline for submission of proposals	July 25, 2024 at 10:00 AM
Evaluation Proposals	July 29, 2024 thru August 1, 2024
If applicable, Virtual Interview(s)	August 5, 2024 thru August 7, 2024
Anticipated date of Award	Mid to late August 2024
Anticipated start Date of Contract	Mid to late August 2024
Contract Kick-Off Meeting with Awarded Respondent	To be determined

MINIMUM QUALIFICATIONS

Respondents must meet the minimum qualifications listed below. Furthermore, solicitation responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, in the sole discretion of the County.

- Respondents must have recently been in business for a minimum of five (5) years.
- Respondents must be financially solvent and adequately capitalized; and
- Respondent must be authorized to do business in the State of Texas; and

- Respondent must not be debarred at the time of submission and complete the attached ‘Non-Debarment Self Certification’ Form.
- Respondents shall have registered to become and/or already be an active registered entity with the System for Award Management (www.SAM.gov). Prior to award, the offeror must provide proof of registration, active/good standing and non-debarment status in the System for Award Management. SAM.gov will be checked prior to awarding the contract. If an offeror is not registered with SAM.gov, or the offeror is debarred, then the offeror’s proposal may not be evaluated.

OVERVIEW

Liberty County is a county in the U.S. state of Texas. As of the 2020 census, its population was 91,628.^[1] The county seat is Liberty. Liberty County is included in the Houston-The Woodlands-Sugar Land, TX metropolitan statistical area.

According to the U.S. Census Bureau, the county has a total area of 1,176 sq mi (3,050 km²), of which 18 sq mi (47 km²) (1.5%) are covered by water.^[7]

The Trinity River flows through this county, dividing the county roughly in half. The river begins on the northern border of Liberty County, forming the San Jacinto - Polk County line through the Liberty County line. The east fork of the San Jacinto River flows through far northeast parts of the county, flowing through Cleveland. Tarkington Bayou begins in the Sam Houston National Forest in San Jacinto County, working its way south through northeast and east Liberty County and joining other feeders, before traveling into Harris County and emptying into Galveston Bay. The highest point in Liberty County is "Davis Hill", the roof of a salt dome in the northern part of the county.

Adjacent counties

Polk County (north)
 Hardin County (east)
 Jefferson County (southeast)
 Chambers County (south)
 Harris County (southwest)
 Montgomery County (west)
 San Jacinto County (northwest)

Cities

Ames
 Cleveland
 Daisetta
 Dayton
 Dayton Lakes
 Devers
 Hardin
 Liberty (county seat)
 Mont Belvieu (mostly in Chambers County)
 Nome
 North Cleveland
 Old River-Winfree (mostly in Chambers County)
 Plum Grove

Town

Kenefick

National protected areas

Big Thicket National Preserve (part)
 Trinity River National Wildlife Refuge

Unincorporated communities

Colony Ridge
 Dolen
 Eastgate
 Hightower
 Hoop and Holler
 Macedonia
 Moss Bluff
 Moss Hill
 Rayburn
 Raywood
 Romayor
 Rye
 Stilson
 Tarkington Prairie

Census-designated place

Big Thicket Lake Estates (partly in Polk County)
 Hull

SCOPE OF SERVICE (Specifications)

Attached as Exhibit A

CONTRACT

Submittal of Proposal in response to this request serves as Vendors' acceptance of all terms, conditions and requirements. The Contract and listed provisions for award of Disaster Debris Monitoring Services and Consulting is attached as Attachment A. If applicable, a contract between Liberty County, Texas and the selected Vendor will be executed by Commissioners' Court approval and signing.

1. Contract Term

The County anticipates contract(s) to begin in August 2024, for a period of twenty (20), with the option to renew upon mutual agreement between the County and the awarded vendor for three (3) additional one (1) year periods.

Following the base term and any allowable extensions, The County may extend any resulting Contract for the purpose of completing a new procurement, and/or to transition to a new vendor if necessary to avoid interruption in Entity services.

2. Contract Award

As a result of this RFP, The County reserves the right to award one Firm Fixed Price Contract.

The selected respondent shall be bound to specific terms and conditions found in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards and Title 10, General Government; Subtitle F, State and Local Contracts and Funds Management; Chapter 2252.

This proposal and contract are subject to all contract provisions as provided in the exhibit section of this contract.

3. Other Applicable Conditions

In all contracts, recipients, vendors, contractors, and other applicable sources must specifically refer to the project or provide detailed information regarding the purchase or work being funded. In addition to other Federal and State provisions required, all contracts must address, if applicable, any contract provisions provided in Exhibit B. This RFP and subsequent contract will be subject to same ARPA Terms and Conditions the Recipient must comply with and the award bidder understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

- Debarment and Suspension (Executive orders 12549 and 12689) – A contract award must not be made to parties listed on the government wide exclusions list in the System for Award Management (SAM).
- For contracts greater than \$10,000, provisions for termination by the jurisdiction, including the manner by which termination shall be affected and the basis for settlement.
- Access to Records (formerly 24 CFR 85.36 (i)(10))
- Retainage of Records (formerly 24 CFR 85.36(i)(11))

For contracts greater than \$50,000, provisions for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

4. No Guarantee of Volume, Usage or Compensation

The County makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of funds.

5. Additional Terms and Conditions

- a) Liberty County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Liberty County may purchase through the source that provides the lowest and best bid/offer to the County.
- b) Liberty County hereby notifies Bidder/Offeror that pursuant to Texas Local Government Code 262.0276 (effective September 1, 2003) Liberty County is prohibited from entering a contract or other transaction which requires approval by Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited liability corporation or other entity which is indebted to the County. Further, this contract may be terminated, and payment withheld if awarded Bidder/Offeror becomes indebted to the County during the term of the Contract.
- c) All contracts will be awarded by Liberty County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders/offers are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
- d) The bid/offer, when properly supplemented by any bonds and/or certificates of insurance as may be required herein, and when accepted by Liberty County, shall constitute a Contract equally binding between the successful bidder and Liberty County. No invoices will be paid prior to acceptance of Contract by Liberty County. No different or additional terms will become a part of this Contract.
- e) If a successful contractor, if applicable, defaults by failing to supply bonds and/or certificates of insurance within the ten (10) day period allotted, the award shall pass to the next lowest bidder upon the approval of Commissioners Court.
- f) Offeror, in submitting this bid/offer, agrees that Liberty County shall not be liable to prosecution for damages if the County declares the bidder in default.
- g) The offeror shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official or director of Liberty County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
- h) The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.
- i) The successful offeror (herein after referred to as Contractor) shall defend, indemnify, and save harmless Liberty County and all its officers, directors, and employees from all suits, actions, and other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing he work; or because of any act of omission, or neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
- j) Further, Contractor indemnifies and will indemnify and save harmless Liberty County from liability, claim or demand on their part, their directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site

itself or elsewhere. The contractor shall pay any judgement with costs which may be obtained against Liberty County growing out of such injury or damages.

- k) Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
- l) It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the term's ort provisions of the Contract.
- m) All materials, if applicable, being used in fulfillment of this Contract are subject to inspection or test during their preparation, delivery, or use. At the option of the County Purchasing Agent, they may be sampled and tested to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Liberty County. The County reserves the right to immediately cancel any Contract found not to follow governing specifications because of testing by the County.
- n) Contractor shall pay or cause to be paid, without cost or expense to Liberty County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
- o) The continuing non-performance of the Contractor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for materials that are unsatisfactory. The County may give the Vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- p) In the event of breach or default of this Contract, Liberty County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.
- q) In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Liberty County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
- r) Any notice provided by this Contract (or required by law) to be given to the Contractor by Liberty County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Liberty, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- s) The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall has been completed and accepted.

- t) When or where any direct or indirect damage or injury is done to public or private party by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- u) Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
- v) The contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. The contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.
- w) Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Liberty County.
- x) Offeror shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, and regulations relating to the provision of the services contracted to be provided by offeror hereunder or which in any manner affect this Contract. The Vendor shall make himself familiar with and always shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.
- y) Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Liberty County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Liberty County, Texas. All documents are subject to Texas Open Records requirements.
- z) All applicable laws and regulations of the State of Texas and ordinances and regulations of Liberty County shall apply.
- aa) At any time during the term of this Contract and for a period of four (4) years thereafter, The State of Texas, Liberty County, and/or other federal, State and local agencies which may have jurisdiction over this Contract and/or purchase order, at reasonable times and at its expense reserve the right to audit Contractor's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful offerors expense within two (2) weeks of written request.
- bb) Neither the County nor the successful offeror shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party affected shall use reasonable efforts under the circumstance to avoid or remove such causes of

- nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- cc) If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
 - dd) Liberty County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the Contract in the form of an addendum. Additional items shall be priced in accordance with this Contract with appropriate discounts being applied.
 - ee) Liberty County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or through separate procurement actions due to the unique or special needs of Liberty County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offeror and such action shall not invalidate in whole or in part this Contract or any rights or remedies Liberty County may have hereunder.
 - ff) In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Liberty County's interpretation shall govern.
 - gg) If offeror electronically scans, re-types or in some way reproduces the County's published solicitation package, then in the event of any conflict between the terms and provisions of the County's published solicitation package, and the terms and provisions of the response made by offeror, the County's solicitation package as published shall control.
 - hh) If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.
 - ii) If applicable, in the event an awarded party or their subcontractor(s) becomes debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

ADDITIONAL REQUIREMENTS IF AWARDED

1. Insurance

- a) The awarded vendor shall provide the County insurance certificates as proof of the insurance policies obtained by the Contractor. All insurance required shall be issued and maintained with responsible insurance companies organized under the laws of one of the states of the United States, qualified to do business in Texas and having a rating from A.M. Best of A- or higher. The successful offeror shall maintain at a minimum, the following insurances during the execution of the contract:
 - General Liability
 - \$ 1,000,000 per occurrence limit
 - \$ 2,000,000 aggregate limit
 - Automobile Liability
 - \$ 1,000,000 combined single limit
 - Workers Compensation
 - Statutory Limits
 - \$ 1,000,000 employer's liability limits
- b) All insurance requirements, including workmen's compensation and liability, as outlined in Texas state statutes, shall be met prior to any services rendered and shall remain in effect during the term of this contract.

- c) All policies shall provide that coverage shall not be cancelled without thirty (30) days prior notice to the Certificate Holder.
- d) **Liberty County Purchasing, 2099 Sam Houston Street, Liberty, Texas, 77575 shall be listed as a Certificate Holder.**
Insurance Renewals and Notice of Cancellations may also be sent electronically to stephanie.keeton@co.liberty.tx.us.
- e) Insurance certificates do not need to be submitted to Liberty County until the contract is awarded.

2. Bonding

Any required bonds will be provided at the Offeror’s expense and should be included in your proposed price.

➤ Bid Bond

No bid bond is required. Do not submit a Bid Bond with your offer.

➤ Performance Bond

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021 of the Texas Government Code, if the amount of the contract awarded to the successful bidder exceeds \$100,000.00, the successful bidder shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Liberty County and is conditioned on the faithful performance of the work in accordance with the plans and contract documents.

➤ Payment Bond

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful bidder exceeds \$25,000.00, the successful bidder shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material.

INSTRUCTIONS TO OFFERORS

1. Prohibited Communication

On issuance of this solicitation, except for the written and/or telephone inquiries described in the Sole Point of Contact listed below, the County, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential respondent or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. **Failure to comply with these requirements may result in disqualification of respondent’s solicitation response.**

2. Sole Point of Contact

All requests, questions, or other communication about this solicitation shall be made in writing to the County, addressed to the person listed below (Sole Point of Contact). Additionally, a phone number is provided for purposes such as instructing a potential respondent through matters referenced in this solicitation. Communication via telephone is not binding.

Name	Stephanie Keeton
Title	Assistant Purchasing Agent, Liberty County
Phone	(936)253-8045
Email	Stephanie.Keeton@co.liberty.tx.us

3. Questions

The County will allow written questions and requests for clarification of this solicitation until July 18, 2024. Questions must be submitted in writing and sent by U.S. First Class mail or email to the Point of Contact listed in the Solicitation above. Respondents' names will be removed from questions in any responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a) Identifying Solicitation number, if applicable
- b) Section Number, if applicable
- c) Paragraph Number, if applicable
- d) Page Number
- e) Text of passage being questioned
- f) Question

Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, the County, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, phone number; fax number, e-mail address, and name of contact person when submitting questions.

4. Irregularities

Any irregularities or lack of clarity in this solicitation should be brought to the attention of the Point of Contact listed in this solicitation as soon as possible so corrective addenda may be furnished to prospective Respondents.

5. Clarifications

Respondents must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If a respondent fails to properly and timely notify the Point of Contact of such issues, the respondent submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any County of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

6. Responses to requests for Clarifications

Responses to questions or other written requests for clarification may be posted on the County website. The County reserves the right to amend answers prior to the deadline of solicitation Responses. Amended answers may be posted on the County website. It is respondent's responsibility to check the County website or contact the Point of Contact for updated responses. The County also reserves the right to decline to answer any question or questions or to provide a single consolidated response of all questions they choose to answer in any manner at the County's sole discretion.

7. Changes, Amendment or Modification to Solicitation

The County reserves the right to change, amend or modify any provision of this solicitation, or to withdraw this solicitation, at any time prior to award, if it is in the best interest of the County and make public any changes, amendment, or modification. It is the responsibility of the respondent to periodically check the County website to ensure full compliance with the requirements of this solicitation.

8. Conflicts

Utilizing forms in Attachment C, respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any resulting contract.

Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. The County will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a solicitation response or termination of a contract.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to this Contract, if any.

The following information will be needed for proper 1295 form completion:

- Name of the Governmental Entity: Liberty County
- Contract ID: #24-10
- Description: Disaster Debris Monitoring Services and Consulting

9. Proposal Format and Requirements

To achieve a uniform review process, and to obtain a maximum degree of comparability, it is required that proposals be organized in the following manner with tabs separating each section:

- **Vendor Profile** (submit as first page of your proposal)
The Respondent should complete Attachment B - Vendor Form.
-
- **Executive Summary Company Narrative and Information** (submit as TAB 1)
Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.
- **Past Performance** (submit as TAB 2)
The respondent shall complete the Past Performance Forms included as Attachments D & E.
 - Complete one (1), Attachment D, for each Entity/Organization in which the offeror has completed disaster debris monitoring projects within the past ten (10) years in the Southeast Texas areas that are the same or larger magnitude for this RFP.
 - Complete Attachment E, Past Performance with Debris Removal Contractors.
Crowder Gulf is the current provider for Debris Removal Services to Liberty County and is the first Contractor listed on the form, provide project details and contact information for Crowder Gulf, and six (6) more, different, Debris Removal Contractors in which the offer has worked with in the Southeast Texas areas that are the same or larger magnitude for this RFP.
- **Omissions and/or Additions to the Scope of Work** (submit as TAB 3)
The respondent shall carefully examine the Scope of Work provided as Exhibit A. In this section of the proposal presented to the County, the respondent shall suggest removal and/or additions if any, to the scope of work provided by the County.
The respondent shall list, if applicable, changes proposed in the order it is written in Exhibit A, by copying the information provided by the county, and then explain directly

beneath the item, what should be considered instead and a brief explanation of why the suggestion. Please highlight the proposed suggestion to be easily distinguished.

➤ **Pricing** (submit as TAB 4)

Respondent shall complete the Price Proposal Form attached as Exhibit C and shall provide pricing information relative to providing the services outlined herein.

- a) Any categories not referenced shall be referenced on the other spaces provided.
- b) The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.
- c) The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees including but not limited to disposal, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).
- d) Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening.
- e) **This form must be utilized and complete, do not submit any pricing or explanation of profit on any other forms or additional pages.**

➤ **Required Forms** (submit as TAB 5)

In the following order, provide the completed forms attached as Attachment C.

1. Offeror Certification
2. Conflict of Interest Questionnaire (FORM QIC)
3. NOTE-Conflict of Interest Questionnaire shall be filed with Liberty County Clerk if applicable.
4. System for Award Management (SAM) Record Search for company name and company principal, or proof of registration.
5. Certification Regarding Lobbying, if applicable.
6. Disclosure of Lobbying Activities
7. Certificate of Interested Parties Form 1295
8. House Bill 89 Verification
9. Senate Bill 252 Verification
10. Federal Debarment/Suspension Status Certification
11. W-9 Form

➤ **Contract** (submit as TAB 6)

Offerors shall complete and sign the contract, Attachment A, if no revisions are required to the Exhibit's submitted by the contractor with this proposal, after clarifications and/or negotiations, the selected vendor's signed contract will be presented to Commissioners' Court for execution upon approval.

- **Automated Debris Management System Information** (submit as TAB 7)
Offerors shall submit the following information regarding the proposed ADM System:
 1. Ownership or licensing of a proprietary automated debris tracking and reporting system.
 2. Demonstration that the respondent has on hand sufficient automated debris tracking equipment dedicated to meeting the needs of the County.
 3. If licensing such technology, documentation providing evidence of sufficient licenses for Respondent's use in the event of a disaster and that such devices will be made available for the County's recovery efforts.
 4. Graphic illustration and explanation of system capability. The respondent shall be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview.

- **Litigation and Contract History** (if applicable, submit as TAB 8)
Respondents must include in their solicitation response a complete disclosure of any alleged or significant contractual failures. In addition, respondents must disclose any civil or criminal litigation or investigation pending over the last five (5) years that involves respondent or in which respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify respondents. Solicitation response may be rejected based upon respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

10. Solicitation Response Submission and Delivery

Offerors shall submit four sets (**1 original and 3 copies**) and one (**1**) **electronic copy** of the proposal. The original shall be clearly marked "ORIGINAL" and contain all original signatures.

Proposals must be sealed and clearly marked with the name of offeror and RFP #24-10 and received at the address indicated below and be time-stamped or otherwise acknowledged by the County by **July 25, 2024, no later than 10:00 a.m.**

The County Observes the below holidays over the next four (4) months, County Offices will be closed.

- September 2, 2024 - Labor Day
- October 14, 2024 - Columbus Day
- November 11, 2024 - Veterans Day

Respondents must deliver solicitation responses by one of the methods below. Solicitation responses submitted by any other method will NOT be considered.

U.S. Postal Service	Overnight/Express Mail or Hand Delivery
Liberty County Purchasing 2099 Sam Houston Street Liberty, Texas 77575	Liberty County Purchasing 2099 Sam Houston Street Liberty, Texas 77575

The County will not be held responsible for any solicitation response that is mishandled prior to receipt

by the County. The County will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the respondent's response.

NOTE: All solicitation responses become the property of County after submission and will not be returned to respondent. It is the respondent's responsibility to appropriately mark and deliver the solicitation response to the County by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

11. Alterations, Modifications, and Withdrawals

Prior to the Solicitation submission deadline, a respondent may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The County may request solicitation response Modifications at any time.

EVALUATION

Solicitation responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement and Chapter 2254 of the Texas Government Code. The County will make the selection on the basis of demonstrated competence and qualifications; and to a respondent that negotiates a fair and reasonable price.

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

The County may contact references provided in response to this Solicitation, contact respondent's clients, or solicit information from any available source.

1. Initial Compliance Screening

The County will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet the minimum qualifications above and/or do not include all required forms and information may be subject to rejection without further evaluation.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

2. Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee that will utilize the weighted evaluation criteria listed below to rank offerors. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge, or experience with the services and/or goods being procured hereunder. Respondents meeting all requirements and deemed most qualified may receive further evaluation via a virtual meeting with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Responses will be evaluated based upon the criteria outlined in this document and scored accordingly. The respondent whose submission is determined to be the most advantageous to Liberty County, taking into consideration the evaluation factors set forth, shall be selected. Liberty County may waive informalities and minor irregularities on responses received.

If no vendor adequately meets the requirements, specifications, pricing, or any other standards as defined herein, Liberty County reserves the right to reject any or all responses or parts thereof. This RFP does not commit Liberty County to award any contract or to pay any costs incurred in the preparation of responses. Liberty County reserves the right to accept or reject, in whole or in part, all responses submitted and/or to cancel this RFP.

3. Evaluation Criteria

Proposals will be evaluated utilizing the factors, as weighted below:

- | | |
|--|-----|
| a) Demonstrated understanding of the needs presented by the proposal | 35% |
| b) Experience and capacity of offeror based on past projects | 35% |
| c) Reasonability of fees as compared to other offerors | 25% |
| d) Overall Completeness of Proposal Packet | 5% |

4. Additional Evaluation Criteria

All solicitations will be evaluated based on Responsiveness and Price. Responsiveness means adhering to the Terms and Conditions and specifications of the supplies requested. If an offeror(s) who has the lowest price is deemed to be non-responsive, County will disqualify the offer and evaluate the response of the next lowest priced responsive offeror.

5. Competitive Range and Best and Final Offer

The County may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts. If the County elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. The County, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range.

6. Informalities

The County reserves the right to waive minor informalities in a solicitation response if it is in the best interest of the County. A “minor informality” is an omission or error that, in the County’s determination if waived or modified when evaluating solicitation responses, would not give a respondent an unfair advantage over other respondents or result in a material change in the solicitation response or solicitation requirements.

7. Consideration of Award

To be considered for award, respondents must adhere to the requirements as set forth by in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.

Respondents must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this solicitation and to produce the specified services on time.

The County, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

TERM CONTRACT

For Disaster Debris Monitoring Services and Consulting

THIS AGREEMENT, entered into the _____ day of _____, by and between Liberty County, Texas, hereinafter called the “County”, acting herein by Jay Knight, Liberty County Judge hereunto duly authorized, and _____ hereinafter called “Vendor” and/or “Contractor”, acting herein by _____.

Vendor Name

Vendors Authorized Signer, Name & Title

WITNESSETH THAT:

Liberty County, Texas desires to engage _____ to render certain services as set out in the County’s Request for Proposal #24-10 for Disaster Debris Monitoring Services and Consulting and the proposal submitted by the Vendor.

Vendor Name

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services, as attached in Exhibit A - Specifications

2. Compensation

The Vendor/Contractor shall be compensated with the per unit pricing submitted on their Cost Proposal for, Attached as Exhibit C.

a. **Service Fees and Payments:**

Payment to the Vendor/Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms of this Agreement.

b. **Invoicing:**

Upon completion of a deliverable (task, item, etc.) and acceptance by the County, Vendor/Contractor will submit an invoice setting forth amounts due to Vendor/Contractor. Each invoice will be accompanied by documentation that the County may reasonably request to support the invoice amount. The County will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the County approves the amount or any portion of the amount, the County will promptly pay to Vendor/Contractor the amount approved so long as Vendor/Contractor is not in default under this Agreement. If the County disapproves any invoice amount, the County will give Vendor/Contractor specific reasons for its disapproval in writing. Vendor/Contractor will submit invoices to the County as follows:

3. Federal and State of Texas Compliance

The Vendor/Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

a. **Additional Contract Provisions**, Attached as Exhibit D.

b. All applicable local government codes for the State of Texas also apply to this contract as well as the County’s General Terms and Conditions as listed in the RFP.

4. Contract Term

The services of the Vendor/Contractor shall commence on _____, **2024, and be in effect until** _____ **2026**, with the option to renew upon mutual agreement between the County and the awarded vendor for three (3) additional one (1) year periods. If applicable, contract renewals will be added as addenda to this contract.

5. Licenses, Permits, Taxes, Fees, Laws, and Regulations

5.1 Vendor/Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Vendor/Contractor's performance of this Agreement.

5.2 Vendor/Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Vendor/Contractor's performance of this Agreement.

5.3 Vendor/Contractor will comply with and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations: and the rules and regulations of the County.

6. Ownership and Use of Work Material

- 6.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Vendor/Contractor or any Vendor/Contractor's subcontractor in connection with the Services (collectively, "**Work Material**"), whether or not accepted or rejected by County, are the sole property of County and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 6.2 Vendor/Contractor grants and assigns to Liberty County all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with Liberty County in any steps Liberty County may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
- 6.3 Vendor/Contractor will deliver all Work Material to Liberty County upon expiration or termination of this Agreement. Liberty County will have the right to use the Work Material for the completion of the Services or otherwise. Liberty County may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization other than Liberty County on other projects unless expressly authorized by Liberty County in writing.
- 6.4 The Work Material will not be used or published by Vendor/Contractor or any other party unless expressly authorized by Liberty County in writing. Vendor/Contractor will treat all Work Material as confidential.

7. Local Program Liaison

For purposes of this Agreement, the Director of Emergency Management or designee will serve as the Local Program Liaison and primary point of contact for the Vendor/Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

8. Maintenance of and Access to Records

The Vendor/Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Vendor/Contractor in order to conduct audits or other investigations. Records shall be maintained by the Vendor/Contractor for a period of five (5) years after all funds have been expended or returned to USDT, whichever is later.

9. Termination

- 9.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- 9.2 County may terminate this Agreement immediately in the event of the filing by or against Vendor/Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Vendor/Contractor becomes insolvent.
- 9.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.
- 9.4 Upon termination of this Agreement, Vendor/Contractor will deliver to the appropriate representative of County all Work Material related to the services performed by Vendor/Contractor in the format requested by County together with any keys, identification badges, or equipment owned by County.
- 9.5 County may terminate this Agreement, without cause, upon 30 days written notice to Vendor/Contractor.

10. Indemnification

The Vendor/Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from an against any and all claims, costs, suits, and damages, including attorney's fees arising out of the Vendor/Contractor's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

12. Breach of Contract Claims

To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the County and the Vendor/Contractor to attempt to resolve any claim for breach of contract made by Vendor/Contractor that cannot be resolved in the ordinary course of business. the County designee will examine Vendor/Contractor's claim and any counterclaim and negotiate with

Vendor/Contractor in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by the County nor any other conduct, action, or inaction of any representative of the County relating to this Agreement constitutes or is intended to constitute a waiver of the County's or the state's sovereign immunity to suit; and (ii) the County has not waived its right to seek redress in the courts.

13. Miscellaneous

- 13.1 This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Liberty County, Texas.
- 13.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 13.3 In any case 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.
- 13.4 If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 13.5 This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

13.6 **Undocumented Workers**

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Vendor/Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Vendor/Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, the County may terminate this Agreement in accordance with **Section 9**. Vendor/Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

13.7 **Responsibility for Individuals Performing Services; Criminal Background Checks**

Each individual who is assigned to perform the Services under this Agreement will be an employee of Vendor/Contractor or an employee of a subcontractor engaged by Vendor/Contractor. Vendor/Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Vendor/Contractor will (1) provide the County with a list ("**List**") of all individuals who may be assigned to perform the Services, and (2) have an appropriate criminal background screening performed on all the individuals on the List. Vendor/Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Vendor/Contractor will not knowingly assign any individual to provide services who has a history of criminal conduct, including violent or sexual offenses. Vendor/Contractor will update the List each time there is a change in the individuals assigned to perform the Services.

- 13.8 Prior to commencing performance of the Services under this Agreement, Vendor/Contractor will provide the County a letter signed by an authorized representative of Vendor/Contractor certifying compliance with this Section. Vendor/Contractor will provide the County an updated certification letter each time there is a change in the individuals on the List.

13.9 **Certification regarding Boycotting Israel**

If (1) this agreement has a total value in excess of \$100,000.00 and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then pursuant to Chapter 2270, Texas Government Code, Vendor/Contractor certifies (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.10 **Vendor/Contractor Verification Boycotting Energy Companies**

If (1) this agreement has a total value in excess of \$100,000, and (2) Vendor/Contractor is a for-profit business with at least ten (10) employees, then, if applicable, pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021))*, Vendor/Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement.

Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

13.11 **Certification regarding Business with Certain Countries and Organizations**

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor/Contractor certifies Vendor/Contractor is no engaged in Business with Iran, Sudan, or a foreign terrorist organization. Vendor/Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13.12 **Debarment and Suspension**

The Vendor/Contractor will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.

13.13 **Vendor/Contractor Certification Relating to Critical Infrastructure**

Pursuant to Chapter 2274, Texas Government Code (enacted by SB 2116, 87th Texas Legislature, Regular Session (2021)), Vendor/Contractor certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Vendor/Contractor held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Vendor/Contractor understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Vendor/Contractor's or its parent company's securities are publicly traded or (2) Vendor/Contractor or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Vendor/Contractor acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

ENTIRE AGREEMENT:

This contract contains the whole agreement between the County and Offeror in respect to the purchase and sale contemplated hereby, and there are no representations, terms, conditions, or collateral agreements, other than expressly set forth herein and the documents described in paragraph 1 above.

WHEREFORE, premises considered, County hereby executes this agreement on the _____ day of _____, 2024.

LIBERTY COUNTY, TEXAS:

OFFEROR:

Signed Name (County Judge)

Signed Name

Printed Name

Printed Name

Date

Date

SCOPE OF SERVICE

The Contractor shall provide emergency field debris monitoring services, including related management, and accounting services. This scope of work (“SOW”) establishes the minimum requirements for these services. The Contractor shall provide services and reports as described herein.

The Contractor shall be responsible for monitoring the recovery efforts and actions of the County’s Debris Removal Contractor (CDRC) in accordance with Federal Emergency Management Administration (“FEMA”) policies and guidelines (reference FEMA Public Assistance Debris Monitoring Guide (PADMG) – Exhibit B.)

Services include the monitoring of debris collection and Temporary Debris Storage and Reduction Sites (“TDSR Sites”) outside the County’s Transfer Station, the preparation and maintenance of proper documentation for requesting and obtaining reimbursement from FEMA for disaster-related costs, and the reporting of data on equipment use, load eligibility, regulations compliance, public and personnel safety, hazardous trees, hazardous wastes, and schedule issues, as well as other related services. The Contractor shall monitor the progress of recovery efforts and assist with making and implementing recommendations to improve efficiency and maintain compliance.

NOTE: No Contractor shall concurrently hold with the County both an On-Call Disaster Debris Removal contract and an On-Call Disaster Debris Monitoring Services contract.

All work shall follow the Occupational Safety and Health Administration’s (“OSHA”), and Environmental Protective Agency’s (“EPA”), and Texas Commission on Environmental Quality’s (TCEQ) requirements to maintain a safe and healthy working environment. The County has the right to increase or decrease the Contractor’s assignment and/or areas of operations within the scope of this contract. The Contractor shall be required to follow practices and guidelines of FEMA and all other applicable regulations, guidelines, and practices. The Contractor shall provide a Project Manager and enough field monitors based upon the magnitude of the situation. The County shall determine if additional staff are needed and promptly inform the Contractor. The services shall include, but are not limited to, the following:

The following General Statement of Work is envisioned for the project and should be considered when responding to the RFP. Nothing in this description shall be construed to limit the potential scope of work to this description or to require that this description be included in the final scope of work for the project. Nothing in the following General Statement of Work should be construed as limiting the types of work that a potential Consultant may address in a response to this Request for Proposal. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the County’s debris management goals.

General Scope of Work

1. The Consultant shall provide all expertise, effort, personnel, materials, equipment necessary, and shall furnish and operate an Automated Debris Management System (ADMS) for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact the County. Specifically, the Consultant will be responsible for monitoring debris and waste removal and disposal operations performed by the County’s Debris Removal and Hauling operations relative to:
 - a) County streets, roads, and rights-of-way.
 - b) public property and facilities;
 - c) Any other public site as may be directed by the County;
 - d) Private property when necessary to protect the public (life safety) or to facilitate completion of required work, if entry onto private property is specifically authorized by the County; and
 - e) Streets, roads and rights-of-way unincorporated, and rural areas within the County, as directed by the County.

2. The consultant shall provide recommended scalable monitoring method(s) with associated costs. The Consultant will be expected to provide all personnel, equipment, forms, record keeping materials, supplies, and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Consultant must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes.
3. Prior to initiating work under this project, the Consultant shall present to the County for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster generated debris and wastes. The Consultant shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to commence work.
4. When identifying resources to be made available under this contract, the Consultant must use a standard planned approach. Specifically, the Consultant shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. The Consultant must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of subconsultant(s) and a general equipment/personnel inventory will suffice. The Consultant will be responsible for coordinating operations in such a manner as to minimize interference with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be affected through communications with the Public Works Department, authorized representatives, or other County or municipal personnel when so authorized by the County. To the extent authorized by the County's the Director of Emergency Management or designee, the Consultant shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Consultant shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the County upon issuance of the authorization to proceed. The Consultant shall be prepared to advise the County and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.
5. Project Management Oversight
 - a) The Contractor shall verify the eligibility and quantities of loads removed as part of the disaster cleanup efforts in compliance with FEMA regulations and reimbursement rules. The Contractor shall submit daily reports on load quantities, debris management site operations, personnel, and safety issues.
 - b) The Contractor shall appoint a Project Manager, who will be the County's primary point of contact and will be responsible for all services and personnel that are provided by the Contractor.

- c) The Project Manager and other key personnel shall report to the County's Debris Management Center within **36 hours** of receiving Notice to Proceed and be functioning at 100% capacity within five days, unless a longer timeframe is approved by the Director of Emergency Management or designee. The County of Georgetown shall require the selected Contractor to give top and full priority to any call for services from the County.
- d) The Project Manager shall attend all meetings and briefings designated by the County. Daily meetings will be conducted by the Director of Emergency Management or designee with the Project Manager, CDRC, and other essential personnel to determine progress of the recovery efforts, create and track schedules, and communicate and resolve issues.
- e) The Contractor shall provide FEMA-trained personnel to observe, direct, and document the activities of the CDRC. The Contractor shall be responsible for scheduling work for all its personnel daily. The Contractor shall assist the County in coordinating work assignments for the CDRC.
- f) The Contractor shall monitor the CDRC's progress and record the daily debris removal progress, including mapping all locations where debris was collected.
- g) The Contractor shall track and coordinate with County personnel to respond to problems in the field and to citizens' complaints, including commercial or residential property damage claims resulting from debris removal activities.

6. Field Collection Monitoring

To ensure FEMA reimbursement for eligible debris (reference FEMA PADMG FP 104-009-2, Exhibit B), all loads must be monitored in the field by collection monitors. Specific activities include, but are not limited to, the following:

- a) The Contractor shall provide personnel to serve as Field Supervisors and Field Monitors. The primary functions of the Field Monitors are to verify that debris picked up by the CDRC crews is eligible debris, to estimate debris quantities, to issue properly filled-out debris load tickets for eligible loads, and to follow all site safety procedures. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
- b) The Contractor shall train all Field Monitors and Field Supervisors to ensure that proper FEMA documentation requirements and standards are followed.
- c) The Contractor shall equip all Field Monitors with vehicle transportation and with state-of-the art technology, which shall include cameras, communication devices, computers, and other equipment as necessary to complete all requirements.
- d) Field Monitors shall ensure CDRC performs all work according to the specifications described herein and in compliance with all local ordinances, state and federal regulations, and FEMA guidelines.
- e) Field Monitors shall ensure that hazardous wastes are not mixed in loads, and that they are handled according to FEMA, TCEQ, Texas Department of Transportation ("TxDOT") and all other applicable regulations, guidelines, and practices. Hazardous materials include, but are not limited to chemicals, petroleum products, paint products, asbestos, power transformers, oxygen bottles, propane tanks, batteries, industrial and agricultural chemicals, cleaning agents, and similar hazardous, dangerous, or toxic materials.

- f) Field Monitors shall ensure that CDRC personnel performs work efficiently and safely in a way that achieves productivity with minimum wasted effort while following all local, state, and federal regulations at load sites, TDSRs, and final disposal sites, if applicable.
- g) Field Monitors shall provide oversight to prevent fraudulent documentation or reporting activity.
- h) Field Monitors shall continuously inspect the work of the CDRC to ensure that debris removed is of the proper type and from the areas designated by the County, and to verify the proper loading and compaction of debris into debris removal equipment. Photographs of debris shall be taken as directed by the County to verify the source and type of debris for reimbursement purposes.
- i) If a Field Monitor finds that the CDRC's work is not performed as specified by the County and FEMA standards, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the Project Manager. All stop-work orders must be documented and immediately reported to the Director of Emergency Management or designee, regardless of whether they are based on safety concerns, noncompliance, or any other reason.
- j) Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: hazardous stumps, leaning trees, and hanging limbs (as defined by FEMA). For hazardous stumps, Field Monitors should also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material used/needed to fill the hole. Field Monitors shall also document, in detail, the removal of any and all hazardous stumps, leaners, hangers, trees, branches, or their materials per FEMA policy and procedures. Additional documentation may be required by the County per. The UDC Heritage Tree ordinance 8.02.030 2.a Natural Disasters and Other Emergencies.

7. Temporary Debris Storage and Reduction Site Monitors

- a) The Contractor shall provide Site Monitors for each TDSR Site. The Contractor shall have all its obligations completed for the County or CDRC to begin hauling debris to the TDSR Sites within **36 hours** of notice to proceed. TDSR Site Monitor responsibilities shall include, but are not limited to, the following:
 - 1. Ensure all loads of debris brought to the site by the CDRC and others, and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes;
 - 2. Photograph loads of debris, as directed by the County, and record load information on the photographs;
 - 3. Deliver photographs to the Project Manager;
 - 4. Collect all load tickets and provide copies of them to the CDRC's designated personnel;
 - 5. Certify and update the CDRC's fleet documentation;
 - 6. The Contractor will obtain from the CDRC and the County, such documentation, including vehicle number, type of vehicle, and volume

capacity calculations. The Contractor shall certify all debris vehicles on a regular basis. The Contractor shall update the fleet documents as the CDRC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Contractor shall also perform volume capacity measurements and verifications of recovery vehicles at the County's request;

7. Verify that all CDRC equipment has been completely emptied prior to leaving the TDSR Sites; and
 8. Observe all vehicles entering and exiting the TDSR Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.
- b) The Contractor shall be responsible for, and shall provide or arrange for, field operation trailers and generators at all TDSR Sites for use by its staff.
- c) The Contractor shall be responsible for the following duties at all TDSR Sites:
1. Verify that all sites have proper access, control, and security;
 2. Monitor the type of debris entering the sites, classify debris by FEMA protocols , and ensure each type of waste is placed in the proper location and is properly identified;
 3. Assist with coordinating the logistics of the site to ensure efficient traffic flow;
 4. Conduct periodic safety inspections to ensure the CDRC is complying with safety regulations such as utilizing spotters, properly controlling traffic, and wearing and utilizing proper safety equipment;
 5. Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured; and
 6. Report safety or other hazards to the County within six hours.
8. **LOAD TICKETS:** The Contractor shall use load tickets, provided by the County and/or CDRC, to track and document the removal and management of eligible debris. The Contractor shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement and regulatory agencies. The Contractor shall retain original completed tickets on behalf of the County, which shall then be provided to the Director of Emergency Management or designee or designee daily. Copies of completed load tickets shall also be retained by the Contractor, for backup needs. Field Monitors shall physically control and shall properly and accurately complete control load tickets.
9. **DOCUMENTATION EFFORTS:** The Contractor shall fully document all recovery efforts and debris removal work to ensure that records are maintained for load tickets, safety concerns, CDRC compliance, eligibility issues, equipment use, and recovery costs that may impact reimbursement efforts. Particularly **during the first 72 hours** following a declared disaster, additional manpower hours may be required for completing documentation of initial efforts. The Contractor shall ensure that CDRC manpower hours are being properly utilized, and that equipment and manpower are actively used in a manner that qualifies for material reimbursements. This shall also include using photographs or other means to document debris load information for reimbursement purposes.
10. **OTHER RELATED SERVICES:** The Contractor shall also provide other related services, as requested by the County. Such services may include, but are not limited to, the following:
- a) Perform damage assessments to determine the areas impacted, the magnitude

- of damage (per area and overall), and the types and quantities of debris.
- b) Assist both the County and CDRC in obtaining any necessary permits, licenses, and certifications that may be required to perform debris management work and clarify and resolve any compliance issues.
 - c) Provide training to County staff as directed by the Director of Emergency Management or designee.
 - d) Provide aerial photographs of debris sites (including TDSR sites) that document overall recovery efforts routinely throughout the event. The County will define how often these routine aerial photographs need to be taken with the awarded contractor.
11. **TRAINING:** The Contractor shall maintain a professional staff with the knowledge, skills, and training to monitor the disaster recovery process efficiently. All personnel are required to possess extensive knowledge of FEMA, Federal Highway Administration (“FHWA”), Natural Resource Conservation Society (“NRCS”), Texas Department of Transportation (“TxDOT”), Texas Commission on Environmental Quality “TCEQ”) and other applicable federal, state, or local agency regulations and policies. Where required, the Contractor’s personnel shall possess all certifications or licenses required by federal, state, or local agencies. Resumes of all personnel may be required by the County for review.
12. **IDENTIFICATION:** The Contractor’s field personnel shall be identifiable with safety vests, vehicle placards, company logo clothing, and other visible indicators.
13. **EQUIPMENT AND MATERIALS:** The Contractor shall be solely responsible for obtaining and providing all materials, equipment, supplies, labor, and other services required to provide the services described herein, including but not limited to data storage and all required reporting.
14. **COUNTY’S RESPONSIBILITIES:** The Director of Emergency Management be the main point of contact at the County and will manage the services, operations, and communications under the ensuing agreement. The County will notify the Contractor in writing in the event there is any change in contract administration responsibilities.
15. **OMISSIONS:** It is the intention of this solicitation to acquire the services described herein. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein. Pricing and discounts (if applicable) for any necessary but omitted item or service shall be listed in the Contractor’s proposal sheet.
16. **REPORTING & CERTIFICATIONS**
- a) **REPORTS:** All reports and data captured by the Contractor is the property of the County and should be available in electronic and original form upon completion of a project.
 - 1. **Reimbursement Reports:**
The Contractor shall assist the County in preparing reports necessary for reimbursement from FEMA, FHWA, and any other applicable federal, state, or local agencies.
 - 2. **Other Reports:** The Contractor shall provide detailed, reports throughout the emergency event, and beyond, as required by the County, and by all FEMA and other agencies for completion of the obligations under this contract, including, but not limited to: daily updates from and for the daily briefing meetings; daily and weekly status and progress reports of the CDRC, cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR

Site, as well as a total for all TDSR Sites; and a detailed final report following the completion of all the debris recovery operations, to include maps of debris sites and cleanup locations.

3. Operations Report: At the annual meeting with the County, the Contractor shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. The Contractor shall update the operations report for any changes such as additions or deletions of staff. The County retains the right to request personnel replacements.

b) CERTIFICATIONS, LICENSES, AND PERMITS

1. The Contractor shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.
2. The Contractor and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state, and local laws, and Williamson County. The Contractor and all subcontractors shall have and maintain current identification numbers, licenses, permits, and other governmental approvals or authorizations required by all applicable environmental or safety laws. The County may, at any time, terminate this contract with cause based on the Contractor's or any subcontractor's noncompliance with applicable environmental or safety laws. The Contractor shall be solely responsible for its compliance and its subcontractors' compliance.

EXHIBIT B

The respondent shall list if applicable, changes proposed in the order it is written in Exhibit A, by copying the information provided by the county, and then explain directly beneath the item, what should be considered instead and a brief explanation of why the suggestion.

Highlight the proposed suggestion to be easily distinguished.

(if applicable, Supplied by Offeror i.e. Vendor)

Proposal Price Form

EXHIBIT C

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Use of an ADMS shall be included in the hourly rates provided and not as a separate hourly rate, separate flat rate, or substitutional charge for any listed position.

Any categories not referenced shall be referenced on the other spaces provided.

Item	Description	Unit Type	Unit Price
1	Project Manager		\$
2	Debris Monitor Supervisor		\$
3	Loading Site Monitor		\$
4	Debris Management Site Monitor		\$
5	Roving Debris Monitor		\$
6	Debris Management Consultant		\$
7	Clerical/Administrative Support		\$
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

FEMA requires profit to be listed separately and easily recognized. Provide explanation of profit: Utilize this page only for provide this information.

Additional comments and/or suggestions regarding pricing:

Contract Provisions

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

***Language as of September 1, 2022.**

THRESHOLD	PROVISION	CITATION	APPLIES TO
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, 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.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>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.</p> <p>(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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.</p> <p>(4) 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.</p> <p>(5) 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.</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

	<p>(6) 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.</p> <p>(7) 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 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.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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:</p> <p>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.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or >\$2,000 for CDBG/Braided Funds[1]</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 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 (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. 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 (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 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 the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>

>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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.	2 CFR 200 APPENDIX II I	Contractor RFP/IFB Subrecipients
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must 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 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.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.323 - Procurement of Recovered Materials.	2 CFR 200 APPENDIX II (J)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment	2 CFR 200 APPENDIX II (K)	Contractor RFP/IFB Contractor RFQ Subrecipients
	See 2 CFR §200.322 - Domestic Preferences for Procurements.	2 CFR 200 APPENDIX II (L)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323	Contractor RFP/IFB Contractor RFQ Subrecipients

None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112	Contractor RFP/IFB Contractor RFQ Subrecipients
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) 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; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) 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; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321	Contractor RFP/IFB Contractor RFQ Subrecipients
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions and regulations. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where	2 CFR 200.334	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

	<p>there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	42 U.S.C. 6201	<p>Contractor RFP/IFB Subrecipients</p>
	<p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>	Section 504 of the Rehabilitation Act of 1973, as amended.	<p>Subrecipients</p>
ARPA Terms, Conditions, & Records	<p>Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Subrecipients</p>
ARPA Terms, Conditions, & Records	<p>Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable	<p>Subrecipients</p>

<p>ARPA Terms, Conditions, & Records</p>	<p>Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Maintenance of and Access to Records a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations. c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Compliance with Applicable Law and Regulations. a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. b. Federal regulations applicable to this award include, without limitation, the following: i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference. iv. OMB Guidelines on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

	<p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
<p>ARPA Terms, Conditions, & Records</p>	<p>Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Debts Owed the Federal Government.</p> <p>a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.</p> <p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>

<p>ARPA Terms, Conditions, & Records</p>	<p>Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Subrecipients</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ul style="list-style-type: none"> i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office; iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

**LIBERTY COUNTY, TEXAS
BIDDER CERTIFICATION & CHECKLIST**

CERTIFICATION:

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications and the Terms and Conditions.

I understand that Liberty County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any formalities in the best interest of Liberty County.

Select which applies:

_____ I certify that that Form CIQ is not necessary as no such relationship exist with elected/appointed officials which might cause a conflict of interest.

_____ As required, Form CIQ has been provided to Liberty County Clerk's Office and was filed on this date:_____.

LEGAL NAME OF COMPANY AND COMPLETE MAILING ADDRESS

SIGNATURE

DATE

PRINTED NAME

TITLE

CONTACT NAME

TITLE

EMAIL ADDRESS

PHONE NUMBER

**Insert System for Award Management (SAM) Record Search for
company name and company principal**

(Supplied by Bidder i.e. Vendor)

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.

Certification Regarding Lobbying
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, 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 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.

(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 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

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

Printed Name and Title of Contractor's Authorized Official

Date

Disclosure of Lobbying Activities

Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	Report Type: a. initial filing _____ b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
-------------------------	--

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

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

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

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.

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

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.
 (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)

ADD ADDITIONAL PAGES AS NECESSARY

HOUSE BILL 89 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2271 A governmental entity may not enter into a governmental contract with Companies Boycotting Israel.

Definitions pursuant to Section 2271.001, Texas Government Code:

(1) "Boycott Israel" has the meaning assigned by Section [808.001](#).

a. Sec. 808.001. DEFINITIONS. In this chapter:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" has the meaning assigned by Section [808.001](#), except that the term does not include a sole proprietorship.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" has the meaning assigned by Section [2251.001](#).

a. Sec. 2251.001. DEFINITIONS. In this chapter:

(3) "Governmental entity" means a state agency or political subdivision of this state.

I, _____ (printed person's name), the undersigned representative of (Company or Business name) _____

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271.**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

SENATE BILL 252 VERIFICATION FORM

Under provisions of Subtitle F, Title 10, Government Code Chapters 2252 A governmental entity may not enter into a governmental contract with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

Definitions pursuant to Section 2252.151, Texas Government Code:

(1) "Company" has the meaning assigned by Section 806.001.

a. Sec. 808.001. DEFINITIONS. In this chapter:

(3) "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter [2254](#).

(4) "Governmental entity" has the meaning assigned by Section [2252.001](#).

a. Sec. 2252.001. DEFINITIONS. In this subchapter:

(2) "Governmental entity" means:

(A) the state;

(B) a municipality, county, public school district, or special-purpose district or authority;

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).

I, _____ (printed person's name), the undersigned representative of (Company or Business name) _____ (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2252:**

1. Is not engaged in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations; and

2. Will not engage in business by contracts or investments with Iran, Sudan, or foreign terrorist organizations during the term of the contract.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Past Performance

Organization Name:
Organization Address:
Date of Contract Activation:
Date of Completion:
Project Description (ex: storm name or type of disaster, impacted area, etc):
Total Volume of Storm Debris Collected:
Total Claims Submitted (Dollars):
Total FEMA Reimbursement (Dollars):
Optional Comments:
Contact Name:
Contact Title:
Contact Phone:
Contact Email:
Lessons Learned from this project:
What went well in this project?
What could have been done better?

Vendor Name: _____

Past Performance with Debris Removal Contractors

Contractor Name: Crowder Gulf (Current Debris Removal Contractor for Liberty County)		
Contractor Address:		
Provide the below details for the MOST recent interaction with the above-mentioned Contractor		
Date of Contract Activation:	Date of Completion:	
Project Description (ex: storm name or type of disaster, impacted area, etc.):		
Contact Name:	Title:	Phone Number:
Contact Email:		
Provide the below details for the SECOND most recent interaction with the above-mentioned Contractor		
Date of Contract Activation:	Date of Completion:	
Project Description (ex: storm name or type of disaster, impacted area, etc.):		
Contact Name:	Title:	Phone Number:
Contact Email:		
Provide details for the most recent interaction with an additional Debris Removal Contractor		
Contractor Name:		
Contractor Address:		
Date of Contract Activation:	Date of Completion:	
Project Description (ex: storm name or type of disaster, impacted area, etc.):		
Contact Name:	Title:	Phone Number:
Contact Email:		
Provide details for the most recent interaction with an additional Debris Removal Contractor		
Contractor Name:		
Contractor Address:		
Date of Contract Activation:	Date of Completion:	
Project Description (ex: storm name or type of disaster, impacted area, etc.):		
Contact Name:	Title:	Phone Number:
Contact Email:		

Vendor Name: _____