LEGAL NOTICE

SAN JACINTO COUNTY is seeking Request for Proposals for Hazardous Material Emergency Response and Remediation for reference produces and/or services for San Jacinto County.

To receive the Request for Proposal documents and requirements, please contact San Jacinto County Auditor at (936) 653-4461.

To be considered, proposals must be received by **Dawn Wright, County Clerk, at 1 State Hwy 150, Rm 2, Coldspring, TX** by **2:00 pm on Monday, November 29, 2021**.
All bids must be sealed, please mark the envelope "RFP #2121-11-21 Hazardous Material Emergency Response & Remediation"

San Jacinto County reserves the right to reject any or all proposals submitted.

San Jacinto County is an Affirmation Action/Equal Opportunity Employer.

SAN JACINTO COUNTY
REQUEST FOR PROPOSAL COVER SHEET

RFP#2121-11-21 HAZARDOUS MATERIAL EMERGENCY RESPONSE & REMEDIATION

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or service for SAN JACINTO COUNTY

Sealed Hard Copy or Electronic offers shall be received no later than:

Monday, November 29, 2021 by 2:00pm

IF SUBMITTING A SEALED OFFER, MARK THE ENVELOPE:

"RFP # 2121-11-21 HAZARDOUS MATERIAL EMERGENCY RESPONE & REMEDIATION"

See hard copy submittal instructions below:

MAIL OR DELIVER OFFERS TO:
HONORABLE DAWN WRIGHT, COUNTY CLERK
SAN JACINTO COUNTY COURTHOUSE
1 STATE HWY 150 RM 2
COLDSPRING, TEXAS 77331

ELECTRONIC OFFERS TO:
dawn.wright@san-jac.us

SAN JACINTO COUNTY appreciates your time an effort in preparing this offer. Please note that all offers must be received by the **due date and time**.

Offers received after the deadline **will not** be considered for the award of the Contract and shall be considered void and unacceptable.

***Packages delivered by the U.S. Postal Service to the SAN JACINTO County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline. Responses delivered through the U.S. Postal Service are routed through the County mailroom and my not reach the required location in time for the bid/offer opening. Respondents using the U.S. Postal Service mail should take this possible delay into account.*
**

SAN JACINTO COUNTY is very conscious and extremely appreciative of the time an effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of the RFP which may have influenced your decision to "No Offer". If your response to the RFP is a "No Offer" response, please complete the Statement of No Offer in this RFO package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through email the project facilitator as shown in Section 8.0 Questions due Date (for Clarifications), which must be received by the County at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. SAN JACINTO County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

SAN JACINTO COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF SAN JACINTO

This memorandum of agreement made and entered into on the _____ day of _____, 2021, by and between San Jacinto County in the State of Texas (hereinafter designated County), acting herein by County Judge Fritz Faulkner by virtue of an order of San Jacinto County Commissioners' Court, and _____ (hereinafter designated Contractor)

(Company Name) _____

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements hereof for **RFP #2121-11-21 Hazardous Material Emergency Response & Remediation** as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out an described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding ore effective until signed by the parties hereto and purchase order authorizing the items desired has been issued.

Executed at Coldspring, Texas this _____, day of _____ 2021.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

Signature Required By Vendor Upon Award

SAN JACINTO COUNTY
INSTRUCTIONS TO RESPONDENTS

RFP#2121-11-21 HAZARDOUS MATERIAL EMERGENCY RESPONSE & REMEDIATION

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT

The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, as well as all other documents included in the Request for Proposal Number #2121-11-21 as stated in the Request for Proposal Package checklist and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. San Jacinto County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 PROJECT DESCRIPTION

In accordance with Texas Local Government Code 262.030, San Jacinto County is seeking proposals for a company to furnish emergency response for hazardous material incident handling and non-emergency cleanup of hazardous and/or non-hazardous waste and related items.

3.0 PRE-OFFER MEETING

There is no pre-offer meeting schedule for this project.

4.0 PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP Electronic Document Submission

Respondent shall fill out, electronically SIGN, and upload the document via email to:

dawn.wright@san-jac.us

An authorized representative of the company MUST electronically sign the Respondent Certification Form. The Contract will be binding upon award and when signed by the San Jacinto County Judge and a purchase order authorizing the work has been issued.

Each firm's electronically uploaded response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While San Jacinto County appreciates a brief straightforward concise proposal, the respondent must fully understand the the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

Provider must note any exceptions to the statements, specifications ore requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening I order to be considered.

San Jacinto County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish San Jacinto County all such information and data for this purpose as it may request. San Jacinto County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of a respondent is not to the satisfaction of San Jacinto County.

RFP Hard Copy Document Submission

One (1) original hard copy and five (5) hard copies shall be submitted with will include all documents associated with the request for proposal.

San Jacinto County prefers that each response be bound in a three (3) ring or plastic comb binder and tabbed by section. Each bound submittal shall be marked as "Original" or "Copy". The tabs should identify the following sections by name as stated in Exhibit A, rather than by a number or alphabet.

Complete hard copy submissions shall be sealed in an envelope or box for delivery to the San Jacinto County Clerk per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the respondent's name and the RFP number which corresponds to this proposal.

Each response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of the responses. While San Jacinto County appreciates a brief straightforward concise proposal, re respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statement may be construed against the respondents.

Where appropriate your response may consist of phrases such as "understood" "agree", or "no exception". Any omission shall be assumed to be "No Exceptions". Any ambiguous and equivocal statements may construe against the respondent.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard terms and Conditions and Special Requirements are to be included in Exhibit A.

Each respondent shall submit completed Vendors Qualifications forms provided in Exhibit A. San Jacinto County shall have the right to take such steps as it deems necessary to determine the ability of the respondent to perform its obligations under the Contract, and the respondent shall furnish San Jacinto County all such information and data for this purpose as it may request. San Jacinto County reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of a respondent is no to the satisfaction of San Jacinto County.

5.0 CONTRACT AWARD/EVALUATION PROCESS

An evaluation committee (scoring) will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. San Jacinto County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

San Jacinto County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate

discussions. San Jacinto County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

San Jacinto County shall rank responses in accordance with the Evaluation Criteria listed in Section 6.0 and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s)

During the discussion/interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of the price and other evaluation factors set forth in this request for proposal.

"Lowest and best" means an officer proving the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

San Jacinto County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by San Jacinto County.

San Jacinto County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

6.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price	30 points
Qualifications	30 points
Management Plan/Service Approach	30 points
Financial Stability	5 points
References	5 points
Total	100 points

6.1 PROPOSAL SCORING CRITERIA

The following information will be used by the County in the selection of the vendor to provide the work as stated in Section 2.0 Description.

6.1.1 Price – Price submitted in offer

6.1.2 Qualifications – Provide qualifications and experience your firm has with emergency response to potentially hazardous incidents with a minimum of five (5) years' experience. Provide personnel credentials, completed certifications and training related to applicable federal and state safety and environmental regulations. Provide copies of certificates that demonstrate completed training/certifications related applicable federal and state safety and environmental regulations,

such as OSHA's 40-hour Hazardous Waste operations and Emergency Response (HAZWOPER) training standard. Indicate the number of years in business and how many staff members would be available for this contract.

6.1.3 Management Plan/Service Approach – Provide a narrative of how incidents will be managed and explain the disaster recovery plans for different incident types, including disposal facilities and laboratories used. Provide a list of disposal facilities and laboratories that will be used.

6.1.4 Financial Stability – Provide information concerning firm's financial stability and describe the ability to provide the necessary resources to maintain ongoing support

6.1.5 References- Provide a minimum of five (5) references for similar services to local government agencies and/or other entities within the last five (5) years.

7.0 PROJECT MANAGER

TBD
Emergency Management Office

8.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation for the proposal must make a written request which must be received by the County at least five (5) business days prior to the scheduled time for the proposal opening. The request must be addressed to:

Honorable Dawn Wright, County Clerk, 1 State Hwy 150. Rm 2, Coldspring, Texas 77331; or faxed to (936)-653-8312; or emailed requests for clarifications to: dawn.wright@san-jac.us.

9.0 AWARD LETTER/NOTICE TO PROCEED

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. One all required bonds, insurance, and other applicable forms have need submitted to the County, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

10.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administer of San Jacinto County no later than the seventh business day after the date the person engages or communicates with San Jacinto County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at http://www.capitol.state.tx.us/tlodocs/84R/billtext/htm1141B00023F.HTM
Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/1.G.176.htm

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

San Jacinto County Courthouse
County Clerk's Office
1 State Hwy 150, Rm 2
Coldspring, Texas 77331

11.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295.

12.0 HISTORICALLY UNDERUTILIZED BUSINESSESS (HUB's)

Historically underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although San Jacinto County does not certify HUB vendors. San Jacinto County recognized the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the email electronic platform or include a hard copy of your certificate in your submittal.

Per Code of Federal Regulations, Title 2 § 200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor.

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.

13.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

Prior to bid award, bidders must register with the System for Award Management (SAM) or have an active registration with SAM. Registration is free.

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Registering online is accomplished on the SAM website at www.sam.gov.

14.0 CONTRACT TERM

Award of Contract shall begin upon written acceptance of Contract by the County and shall continue for twelve (12) months.

Further, San Jacinto County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods. Such renewal shall be subject to the terms and conditions herein contained ad shall be effective only if evidenced in writing.

Renewal shall be subject to approval by San Jacinto County Commissioner's Court each period.
Once renewal option is exhausted, the Contract must be re-solicited. San Jacinto County retains the option to re-solicit new proposals at any time if in its best interest.

15.0 INSURANCE REQUIREMENTS

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number term of coverage and limits of coverage.

Insurance shall be placed with insurers having a Best's rating of no less that A. Such insurance must be issued by a casualty company authorized to do business in the Sate of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by the Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor ahs been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide county with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County within ten (10) business

days of insurance of notification from the County to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against San Jacinto County, its officers, employee's and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to San Jacinto County, San Jacinto County shall be listed as additionally insured with the exception of workers compensation insurance.

16.0 INCLEMENT WEATHER:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make final judgement call to extend any deadline.

17.0 ADDITIONAL INFORMATION

17.1 **Purchase Orders**
San Jacinto County may purchase one (1) or more products as specified herein, on an as needed basis.

17.2 **Invoices**
Invoices shall be mailed to the address on the Purchase Order

All invoices must reference the appropriate Purchase Order.

18.0 OTHER REQUIREMENTS

1. Remedies:
   "If the bidder/vendor fails to comply with the terms and conditions of the Agreement, San Jacinto County may take one or more the following actions, as appropriate to the circumstance:

   a. Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
   b. Permanently withhold payments; and/or
   c. Take any and all other remedies that may be legally available.

2. Equal Opportunity Cause:
   "During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment with regard to their

race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
c. 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 an applicant for employment.
d. 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.
e. The contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, 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.
f. 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 candled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
g. The contractor will include the portion of the sentence immediately preceding paragraph (I) and the provisions of paragraphs (a) through (g) 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 hat such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

3. Retention of Records

Retention of Records: The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in this event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the (name of the state agency or local or Indian tribal government), (name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

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

a. The contractor agrees to provide San Jacinto County, the FEMA Administrator, the Comptroller general of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

4. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation t the (name of the agency or local or Indian tribal government) and understands and agrees that the (name of he state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, s amended, 33 U.S.C. 1251 et seq.
b. The contractor agrees to report each violation t the (name of the agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA

5. Debarment and Suspension

"Suspension and Debarment

a. The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935),
b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c. This certification is a material representation of the fact relied upon by San Jacinto County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and San Jacinto County, the Federal Government may pursue available remedies, including but no limited to suspension and/or debarment.
d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and through the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

6. Procurement of Recovered Materials:
   a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
      (i) Competitively within a timeframe providing for compliance with the contract performance schedule:
         a. Meeting contract performance requirements; or
         b. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site. http://www.3.epa.gov/epawaste/conserve/tools/epg/index.htm

The list of EPA – designated items is available at:
http://www.3.epa.gov/epawaste/conserve/tools/epg/products/index.htm

7. DHS Seal

   "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

8. Compliance with Federal Law, Regulations, and Executive Orders

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

9. No Obligation by Federal Government

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

10. Program Fraud and False or Fraudulent Statements or Related Acts

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

11. Energy Conservation

    The contractor agrees to comply with mandatory standards and polices related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SAN JACINTO COUNTY
SPECIFICATIONS/SCOPE OF WORK

RFP#2121-11-21 HAZARDOUS MATERIAL EMERGENCY RESPONSE & REMEDIATION

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 GENERAL

The awarded vendor(s) shall furnish emergency response service required to respond to potentially hazardous incidents on or along highway rights-of ways, as well as facilities or waterways within San Jacinto County. The vendor shall also provide non-emergency cleanup of hazardous and/or non-hazardous wase for San Jacinto County if deployed to do so. These services also include sampling, analysis, transportation and final disposition of hazardous and non-hazardous materials. Vendor shall provide all labor, supplies, equipment and materials necessary to test, clean, remove, transport and dispose of hazardous waste.

2.0 REQUIREMENTS

2.1 EMERGENCY RESPONSE FOR HAZARDOUS MATERIAL HANDLING:

The vendor shall comply with all laws and regulations of the federal, state and local government in whose jurisdiction the service is performed. All work shall be performed in a manner that minimizes the possibility of threats to the traveling public, human health and the environment. The vendor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage hereto.

Vendor must request approval from San Jacinto County designated representative prior to final disposition of material. When disposition of material is by fuel blending or incineration, certificates of destruction or treatment shall accompany the final copy of the manifest.

Vendor shall perform all services in the most economical way practical, subject to constraints of the contract.

The vendor shall be responsible for locating all utility lines underground, above ground and aerial that are in the vicinity of the job-site. The vendor shall use precaution no to damage such utility lines. The vendor shall coordinate with the San Jacinto County project manager and T0065 AS On-Call System (1-800-245-4545). The vendor shall bear all costs required to repair any utilities damaged during work performed under this contract.

SERVICE REQUIREMENTS:

Vendor shall have available the personnel, equipment an material necessary to respond to a request by San Jacinto County on a twenty-four (24) hour, seven (7) day a week, fifty-two (52) week year basis and an emergency telephone number that is answered twenty-four (24) hours a day.

AUTHORIZATION:

A list of San Jacinto County designated representatives will be given to vendor upon award of the contract. The San Jacinto County designated representative(s) will contact the vendor by telephone, in person or in writing to request service under this contract. All known information of the situation will be provided to the vendor. A written request for service will be faxed or emailed to the vendor within twenty-four (24) hours of initial notification.

The vendor shall advise the San Jacinto County designated representative(s), within thirty (30) minutes of arrival to the site, of the situation and the progress of the response.

The vendor must request approval from the San Jacinto County designated representative prior to commencing work or providing items not listed on the attached pricing sheet(s). San Jacinto County will not reimburse the vendor for any work or items that were not approved.

The vendor shall coordinate with local law enforcement investigation agencies in the preservation of evidence, documentation and identification of ownership of waste products. No waste products shall be removed without approval from the San Jacinto County designated representative and the onsite investigating officer.

MOBILATION:
The vendor shall be responsible for an immediate emergency mobilization as requested by the San Jacinto County designated representative.

The San Jacinto County designated representative will determine if only the Primary or both Primary and Secondary vendors will be mobilized based on the vendors' actual response time to the emergency situation, the scale and scope of remediation and prior scene performance.

The vendor shall be required to mobilize within one (1) hour upon the identification of an emergency situation by the San Jacinto County designated representative, and after notification and authorization for action. "Mobilization within one (1) hour" means the vendor shall be "on-scene" at the emergency response site within one (1) hour with personnel, materials and equipment sufficient to begin the remediation process. Vendor notification may be oral or written. The mobilization time-frame can be extended if exigent circumstances are present and warrant giving the vendor additional time.

Failure by the vendor to respond within the allowed timeframe may, at the option of San Jacinto County, place the vendor in default and subject the vendor to cancellation of contract or apply liquidated damages.

Under the National Incident Management System (NIMS), and "Incident Commander" will be designated by the responding government agencies and "command and control" the scene. The vendor shall follow the directions of the Incident Commander unless the instructions would directly cause physical injury or violate local, state or federal law. Incident command will be established by First Responder.

If more than one vendor is "on-scene", they are expected to work as one (1) entity to assist in the recovery. The Incident Commander may designate tasks for each vendor to help expedite the remediation.

SAMPLING AND LABORATORY ANALYSIS:
Defined as all tests/analysis necessary to sufficiently identify, classify and/or process hazardous or non-hazardous wase in order to disposition same. Sampling and laboratory analysis shall be done within a three (3) day turn-around period. Sampling shall be performed by the vendor to sufficiently characterize and properly classify the waste being disposed. Sampling or waste capable of identification though process knowledge shall be used in lieu of testing when applicable.

Proposed pricing for sample analysis shall include all costs for analysis, sample jars, transportation, sample disposal and Chain-of-Custody documentation.

Chain-of-Custody (COC) forms shall accompany sample results and quality control. Sample results, the COC and all quality assurance documentation shall be submitted to San Jacinto County designated representative(s) within thirty (30) days of completion results.

Prior to selection of disposal option, the San Jacinto County Office of Emergency Management or other Court designated representative shall review and authorize the selected test/analysis necessary in order to determine the proper disposition option.

Copies of all related analytical results and waste classification documentation, including quality assurance/quality control data will be provided to San Jacinto County Office of Emergency Management and the affected San Jacinto County department for review. The Office of Emergency Management shall have the opportunity to obtain a sample of any material recovered during the cleanup.

Laboratories shall be accredited by the State of Texas under the National Environmental Accreditation Program (NELAP).

REMOVAL OF MATERIAL:
Contaminated materials and any surrounding media suspected to be contaminated by the material shall be removed from the site within forty-eight (48) hours. When possible, the vendor shall remove and transport all removed soils, solids and liquids directly to a disposal or treatment facility as identified on the attachment "Disposal Facilities".

Off-site decontamination of equipment and disposal of all decontamination by-products (fluids, sediments, etc.) is incidental to the equipment item.

MANIFEST:
The vendor shall prepare, sign and provide manifest for each shipment of waste.

San Jacinto County shall receive, within five (5) working days after delivery, a legible uniform manifest prepared, signed and dated by an agent of the vendor for the disposal or treatment facility certifying the type and amount of material delivered to the treatment/disposal facility.

An EPA Uniform Manifest form shall be forwarded within forty-five (45) days to the San Jacinto County designated representative, indicating the disposal or destruction facilities acceptance and disposal were in accordance with applicable regulations.

2.2 NON-EMERGENCY CLEANUP OF HAZARDOUS AND/OR NON-HAZARDOUS WASTE:

From time to time during the contract term, the vendor may be required to provide non-emergency cleanup of hazardous and/or non-hazardous waste. The vendor shall provide all labor, services, equipment, etc., including, but no limited to, safety equipment, necessary to cleanup, analyze, and/or remove/disposition hazardous and/or non-hazardous wastes abandoned on San Jacinto County right-of-way, or as generated by San Jacinto County, defined accordingly. The vendor shall also class, describe, manifest, label, placard and transport the wastes in accordance and compliance with all Department of Transportation (DOT) requirements for the shipper. Any given incident could contain as few as one (1) or as many as all three (3) of the following pricing categories:

ON-SITE CLEANUP OF ABANDONED WASTES:
Defined as all labor, equipment, materials and supplies required to cleanup and contain any hazardous and/or non-hazardous wastes. For purposes of the RFP, cleanups can be classified as either contained, defined as abandoned waste material left in an intact, sealed contained or uncontained, defined as abandoned waste material from a ruptured/damaged container, or minor spill, diffused into the environment. Copies of all related manifest and agency correspondence shall be provided to:

San Jacinto County Emergency Management
51 Pine Street
Coldspring, Texas 77331

Sampling and analysis shall be performed only to the degree deemed necessary to identify, classify and/or process the waste as determined by the affected San Jacinto County department or Office of Emergency Management. All required manifests shall contain the following San Jacinto County disclaimer:

DISCLAIMER: THE GENERATOR OF THIS MATERIAL IS UNKNOWN. This material was deposited on a San Jacinto County property, San Jacinto County roadway, easement or San Jacinto County operated road without consent by, knowledge of, the County. Removal of this material is a voluntary public service performed by the County and is not an admission that the county has any legal responsibility for removal.

Generally, the cleanup of contaminated soils is at a ratio of one (1) drum of contaminated soil to one (1) drum of waste. For purposes of the RFP, a fifty-five (55) gallon drum of solid waste shall be considered to weigh 800 lbs., and a fifty-five (55) gallon drum of liquid waste shall be considered to weigh 460 lbs.

LABORATORY ANALYSIS:
Defined as all laboratory tests/analysis necessary to sufficiently identify, classify and/or process hazardous or non-hazardous waste in order to disposition same. Prior to the selection of a disposal option, the Office of Emergency Management shall review an authorize the selected tests/analysis necessary in order to determine the proper disposition option. Copies of all related analytical results and waste classification documentation, including quality assurance/quality control data will be provided to the Office of Emergency Management and the affected San Jacinto County department for review. The Office of Emergency Management shall have the opportunity to obtain a split sample of any wastes recovered during a cleanup.

Laboratories shall be accredited by the State of Texas and the National Environmental Accreditation Program (NELAP).

DISPOSITION:
Defined as all labor, transportation/freight, manifesting/documenting and waste fees and/or taxes necessary to dispose of, treat or recycle solid waste, which includes hazardous and/or non-hazardous waste, as defined by Title 30, Texas Administrative Code (TAC)., Chapter 335.

For purposes of the RFP, disposal is defined as either incineration of burial in an approved, licenses landfill; treatment, for example, thermal, is defined as a process of neutralizing or rendering hazardous waste as less or non-hazardous; and recycling is defined as a process of converting waste into a usable product. Upon request by the Office of Emergency Management, waste treatment and recycling alternatives are subject to the department's review and approval.

Alternatives must consider technologies that will result in a permanent and significant decrease in the toxicity, mobility or volume of the hazardous contaminants present in the waste. Of the three (3) alternatives, recycling is preferred. San Jacinto County retains the discretion to specify which disposition alternative is utilized.

All of the above-cited shall be performed in accordance with all applicable local, state and federal solid and liquid waste and hazardous material laws and regulations, including, but not limited to the Industrial Solid Waste and Municipal Hazardous Waste Management and Municipal Solid Waste Management Regulations (Title 30, TAC, Chapters 335 & 330 respectively) and the Resource Conservation and Recovery Act (RCRA), and The Occupation and Safety and Health Act (OSHA). All transportation of said waste shall be in accordance with Department of Transportation (DOT) Hazardous Materials Regulations 49 Code of Federal Regulations (CFR) 100-199.

2.3 VENDOR QUALIFICATIONS:

Vendor shall be regularly engaged in the emergency response to potentially hazardous incidents with a minimum of five (5) years' experience. Vendor shall understand the currently know hazards and risks which are presented to human beings, property and the environment in the handling, analyzing, transporting and disposing of hazardous waste.

Vendor shall utilize personnel trained and certified in the applicable federal and state safety and environmental regulations. Upon request, vendor shall provide to San Jacinto County a copy of the applicable certification of the responding site personnel, such as OSHA's 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training standards.

The vendor shall obtain all necessary registrations, certifications, licenses and permits in connection with work required by this contact. Vendor is not required to have certification as a discharge Cleanup Organization; however, the vendor may provide a copy of their certification with their proposal to denote capabilities.

The following, though not intended to be all-inclusive, may be grounds for not considering a proposal:

- Formal enforcement action against the vendor, any subcontractor or disposal facility by EPA and/or TCEQ.
- More than three (3) violations in the last two (2) years by the vendor or subcontractor as issues by United State (U.S.) DOT and/or Texas Department of Public Safety (TxDPS).

2.4 RESPONSE TIME AND LIQUIDATED DAMAGES:

The classification of all calls shall be provided by the San Jacinto County representative at the time each respective call is assigned. In the event that a call is assigned to the vendor without a specific level of response assigned, the vendor shall treat the call as an emergency call.

The vendor's failure to respond and provide a solution within the designated time frames associated with the level of response assigned to a given call shall result in the accrual of liquidated dames according to time constraints and availability for each request until a solution is provided. San Jacinto County will notify the vendor of its intent to assess an amount for each hour of delay as liquidated damages and not as a penalty. Upon receipt of such notification, the vendor shall have fifteen (15) days to investigate the incident and present its findings to San Jacinto County Commissioners Court. San Jacinto County will review the vendor's findings and if San Jacinto County decides that the alleged delay was solely the responsibility of and within the sole control of the vendor, the vendor shall credit the liquidated damages amount of subsequent

invoices. If payments due to the vendor are less than the amount of liquidated damages assessed, the excess shall be paid to San Jacinto County by the vendor. The vendors' repeated failures to respond accordingly as stated herein may be used by San Jacinto County as grounds for termination and may further affect the vendor's eligibility for future similar contract awards.

The vendor shall diligently continue performance of a project until final completion. The term "final completion" as used herein will mean that point at which the project is certified as 100% complete by San Jacinto County.

San Jacinto County will suffer financial loss, in addition to any increased costs of completion of some projects, if the vendor fails to achieve timely arrival of final completion. Vendor shall be liable for and shall pay to San Jacinto County, as liquidated damages to compensate for the losses and damages suffered by the delay, and not as a penalty, the sum of one hundred dollars ($100.00) for each hour of delay until the vendor has arrived with adequate personnel and equipment to handle the project.

On roadway incidents, where the material is contained on a concrete or asphalt roadway surface and it is less than 100 gallons, and the substance has not migrated into a storm drain, body of water or soil, the vendor shall have four 94) hours to remediate the scene before any penalty shall be levied.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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.

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 is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

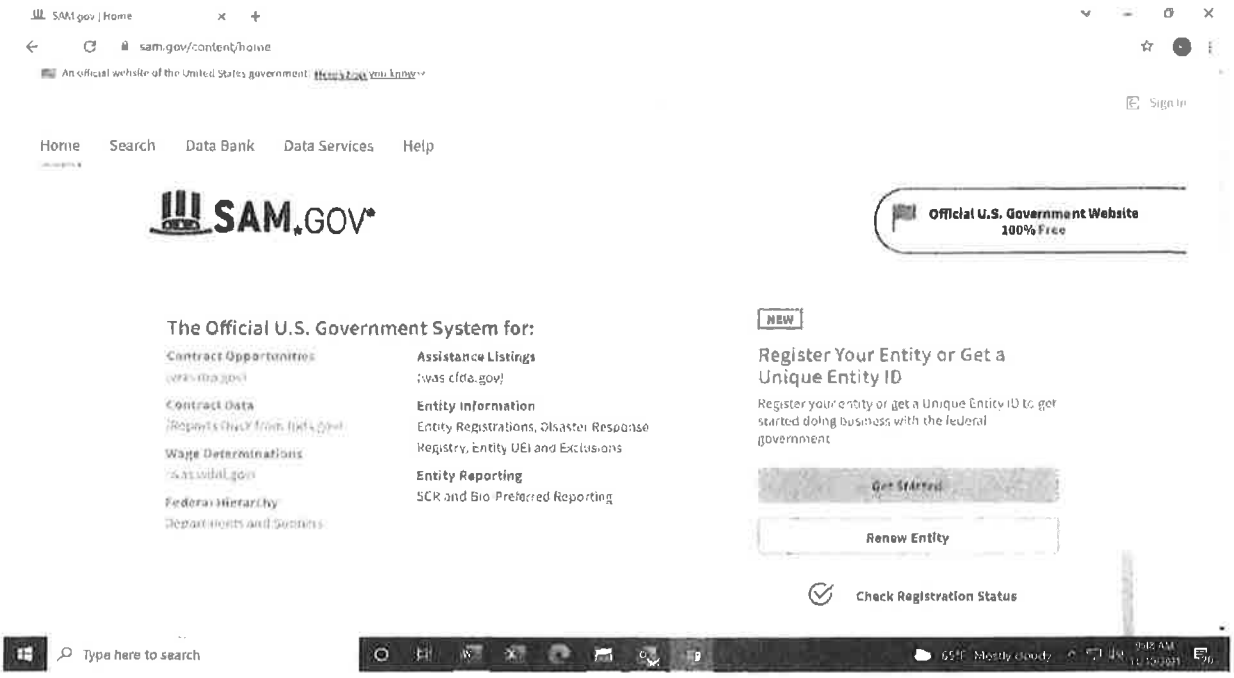
I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File


SAM.gov | Home
sam.gov/content/home
An official website of the United States government
Sign In
Home
Search
Data Bank
Data Services
Help
SAM.GOV
Official U.S. Government Website
100% Free
The Official U.S. Government System for:
Contract Opportunities
Contract Data
Wage Determinations
Federal Hierarchy
Assistance Listings
(was cfda.gov)
Entity Information
Entity Registrations, Disaster Response Registry, Entity UEI and Exclusions
Entity Reporting
SCR and Bio Preferred Reporting
NEW
Register Your Entity or Get a Unique Entity ID
Register your entity or get a Unique Entity ID to get started doing business with the federal government
Get Started
Renew Entity
Check Registration Status
Type here to search

SAN JACINITO COUNTY
STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current the County fiscal year shall be subject to budget approval.

2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout the County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. County designated location) are to be included in the offer price except as noted herein.

3. **AWARD OF CONTRACT:** the County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. the County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.

   3.1 The County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003), the County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation,non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.

4. **EQUAL EMPLOYMENT:** All contracts will be awarded by the County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number ----- as stated in the Request for Proposal Package, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by the County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.

6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with the County.

   6.1 It is further understood, that any other governmental entity that elects to use a the County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

7. **DEFAULT OF RESPONDENT:** If successful respondent defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to the County upon the approval of Commissioners' Court.

   7.1 Respondent, in submitting this offer, agrees that the County shall not be liable for damages in the event that the County declares the respondent in default.

8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the the County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.

9. **SALES TAX:** The County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. **ETHICAL CONDUCT:** The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

    10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

    1) Have adequate financial resources, or the ability to obtain such resources as required;
    2) Be able to comply with the required or proposed delivery schedule;
    3) Have a satisfactory record of performance;
    4) Have a satisfactory record of integrity and ethics;
    5) Be otherwise qualified and eligible to receive an award.

    11.1 The County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. **REFERENCES:** During an analysis of all offers, the County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. **INSURANCE:** Prior to acceptance of contract by the County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. **SILENCE OF SPECIFICATIONS:** 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 on the basis of this statement.

15. **INDEMNIFICATION:** The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless the County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages 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 the work; or because of any act of omission, 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 recovered 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.

    15.1 Further, Contractor indemnifies and will indemnify and save harmless the County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages.

    15.2 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.

16. **THIRD PARTY BENEFICIARY CLAUSE:** 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 terms or provisions of the Contract.

17. **PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order (unless it is an emergency situation) issued by the the County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. **TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order 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 the County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. **WAGES:** Contractor shall pay or cause to be paid, without cost or expense to San Jacinto 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.

20. **TERMINATION OF CONTRACT:**

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, the County may terminate this Agreement. Nevertheless, the County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

21. **DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by the 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 Coldspring, 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.

22. **DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, the County purchase order number and descriptive information as to item and quantity delivered.

23. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. **PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. **CONTRACTOR'S LIABILITY:** 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, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

    25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, 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.

26. **DEFECTIVE MATERIALS:** 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.

27. **WARRANTY:** Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. 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. Respondents must provide all warranty terms and conditions in response package.

28. **ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of San Jacinto County.

29. **GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that the 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 the contracting County, Coldspring, Texas.
All documents are subject to the Public Information Act requirements.

30. **DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.

31. **RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, the 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 successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

32. **BID BOND:** ***If included in the "Invitation to Bid Table of Contents" as an applicable component*** all respondents must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total proposal price, if the proposal exceeds $100,000 in Contract price or if the Contract includes construction of public work. Such cashier's check shall be payable to the order of San Jacinto County, or a Bid Bond in the same amount issued by a surety, acceptable to San Jacinto County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with San Jacinto County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Table of Contents.*)

33. **PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) ***If included in the "Invitation to Bid Table of Contents" as an applicable component,*** in the event the total accepted proposal price exceeds $25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds $100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award.
Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. San Jacinto County reserves the right to accept or reject any surety company proposed by the respondent. In the event San Jacinto County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to San Jacinto County. (*See Table of Contents.*)

34. **APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of San Jacinto County shall apply.

35. **COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.

36. **FORCE MAJEURE:** Neither the County nor the successful respondent 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 so 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.

37. **SEVERABILITY:** 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.

38. **QUANTITIES:** San Jacinto County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

    38.1 San Jacinto 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.

39. **PURCHASE FROM OTHER SOURCES:** San Jacinto 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 thorough separate procurement actions due to the unique or special needs of San Jacinto 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 respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies San Jacinto County may have hereunder.

40. **AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 2270 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

EXHIBIT A -REQUIRED DOCUMENTS

1) BID TABLE

2) VENDORS MANAGEMENT PLAN (se section 6.0 item 6.1.3)

3) LIST OF DISPOSAL FACILITIES

4) FINANCIAL DOCUMENTS (see section 6.0- Item 6.1.4)

5) RESPONDENT CERTIFICATION FORM

6) WORKERS COMPENSATION REQUIREMENTS VERIFIED

7) VENDOR DATA SHEET AND W-9 FORM

8) VENDOR QULIFACATIONS

9) EXCEPTIONS SHEET

10) CONFLICT OF INTEREST FORM

11) CERTIFICATION REGARDING LOBBYING FORM

12) COPY OF CURRENT SAM. GOV STATUS DATE OF SUBMITTING