



WALLER COUNTY
STATE OF TEXAS

REQUEST FOR PROPOSALS
240417-30

Project Title

All Hazards Preparedness, Planning, Consulting, and Recovery Services

Solicitation Closing Date

Tuesday, May 28, 2023 at 3:00 p.m. (CST)

1. Introduction

- A. Project Overview: Waller County is seeking Proposals from Firms which can provide professional all hazards preparedness, planning, consulting, and recovery services for the County. It is the County's intent to award a contract for the Services contained in Appendix A—Scope of Services.
- B. Questions:
- i. RFP Clarifications: All questions related to requirements, processes, or Scope of Work for this RFP should be submitted in writing via e-mail to rfpquery@wallercounty.us no later than 3:00 p.m. on Friday, May 10, 2024.
 - ii. Replies: Responses to all inquiries relating to this RFP will be issued in writing via addendum and will be uploaded to the County's website (<https://www.co.waller.tx.us/page/BidsAndProposalRequests>). All such addenda issued by the County prior to the submittal deadline shall be considered part of the RFP. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: Should it become necessary for the County to issue one or more addendum to the RFP, the Respondent is required to acknowledge receipt of each addendum issued. **RFP changes per addendum should be noted within the responses as well.**
- C. Notification of Errors or Omissions: Due care and diligence have been used in preparation of this RFP Solicitation and it is believed to be substantially correct. The responsibility for determining the full extent of the exposure and the verification of all the information presented herein shall rest solely on the Respondent. Waller County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the Respondent to determine the full extent of the exposure. Respondents must promptly notify the County of any and all omissions, ambiguity, inconsistency, or error it may discover upon examining this RFP. The County is not responsible or liable for any errors and/or misrepresentation which result from Qualification Submittals which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Deviations: A Respondent must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations from what is set forth in this RFP or any of the item specifications in the Submittal at the time it is submitted.
- The County may seek clarification from and/or communicate with a Respondent regarding a submitted deviation, consistent with general procurement principles of fair competition.
- Other than any deviation submitted in writing and accepted by the County, the County will hold a Respondent accountable to perform in strict compliance with these Terms and Conditions and the item specifications as written.
- E. Required Forms: A Respondent must include as part of its completed Qualification Submittal the following Required Forms. All forms can be found on the County's website (<https://www.co.waller.tx.us/page/BidsAndProposalRequests>) under the file name "Required Forms_ All Hazards Preparedness, Planning, Consulting, and Recovery Services RFP."

- i. Debarment Certification
- ii. Resident/Nonresident Certification
- iii. No Israel Boycott Certification
- iv. No Excluded Nation or Foreign Terrorist Organization Certification
- v. Historically Underutilized Business Certification
- vi. Deviation and Compliance
- vii. Respondent's Business Name
- viii. No Energy Company Boycott Certification
- ix. No Discrimination Against Firearm and Ammunition Industries Certification
- x. Certification on Indebtedness to County
- xi. Agreement to Provide Certificate of Insurance
- xii. Certificate of Interested Parties Texas Ethics Commission (Form 1295)
- xiii. Conflict of Interest Questionnaire
- xiv. Certification of Provisions Applicable to Expenditures of Federal Funds
- xv. Acknowledgement of Addendum (If Applicable)

2. Definitions

- A. "Waller County" and "County" means Waller County, Texas.
- B. "Respondent" and "Firm" may be used synonymously.
- C. "Commissioners' Court" means the Waller County Commissioners' Court.
- D. "Contract" means the written agreement(s) the County enters into with the Respondent eventually selected for award of a contract for the Services set forth within this RFP in its entirety.
- E. "Must," "shall," or "will" mean that compliance with the intent of the statement is mandatory.
- F. "Department Contact" means Brooke Bacuetes.
- G. "Scoring Committee" means the Waller County officials and/or employees responsible for evaluating a RFP Packet in accordance with the evaluation factors set forth in Appendix A.

3. General Information

- A. **Advertising:** Unless otherwise required by law, a Respondent to this RFP shall not publish and shall keep confidential their intentions and actions respecting and response to the RFP.
- B. **Point of Contact:** Queries concerning this procurement and its process must be submitted in writing to RFPquery@wallercounty.us. Contacting any County employee or representative directly during the solicitation process could result in disqualification. Do not rely on oral instructions or clarifications. Requests from interested Dealers for additional information or interpretation of the information included in the specifications should be directed in writing to RFPquery@wallercounty.us.
- C. **Requirements of the Texas Public Information Act—Confidential Information:** The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Qualifications are not available for public inspection until after the contract award. If a Respondent has notified the County, in writing, that its Submittal contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- D. **Legal Relations and Responsibilities:** A Respondent shall maintain adequate records to justify all

charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of a contract resulting from this Solicitation. The County shall have full and complete access to all records, documents and information collected and/or maintained by the Firm in the course of the administration and performance of the Contract. This information shall be made accessible at a Respondent's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction

- E. Equal Employment Opportunity (EEO) Disclosures: Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which the Firm's primary place of business is located. In accordance with such laws, regulations, and executive orders, Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability, or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the Respondent under a Contract which arises in connection with this Solicitation. Upon request, Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies.
- F. Statement of Inclusion/Applicability: All information contained in this RFP and a Firm's response are an integral part of any contract which is awarded in association with this RFP.
- G. Legal Liability Information: A Respondent shall disclose all legal liability information by listing any pending or anticipated litigation that it is involved in, including but not limited to, potential or actual legal matters with private parties and any local, state, federal, or international governmental entities. A Firm shall disclose if it is the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.
- H. Information Acquired Through Work: Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information. Respondent agrees it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times. No report, maps, or other documents produced in whole or in part under an ensuing contract shall be the subject of an application for copyright by or on behalf of the Firm.
- I. Records and Audits: The Respondent shall ensure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under an ensuing contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Solicitation. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under an ensuing contract. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the ensuing contract or the period required by other applicable laws and regulations.
- J. Proposal Signatures: A Respondent must sign its Submittal in strict accordance with the County's instructions, including having a company representative duly authorized by the Firm to execute it. By signing, the signatory warrants that they have read and agree to the terms of the Submittal and are authorized to execute same as a legally binding act of Firm, including any resulting contract.
- K. Governing Law: This RFP is governed by the competitive bidding requirements of the County Purchasing Act of the Texas Local Government Code. Respondents shall comply with all applicable federal, state, and local laws and regulations. A Firm is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the Waller County Criminal

District Attorney concerning any portion of these requirements.

A Respondent further agrees that any work performed under this resulting contract will be executed in compliance with the most current professional standards and specifications which may be applicable at the time in which services are being rendered.

4. RFP Withdrawal and Amendments

- A. Withdrawal: The County, in its discretion, reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The County, in its discretion, reserves the right to amend this RFP by formal written Addenda prior to the Submittal Due Date. It is a Respondent's responsibility to regularly check the County's website (<https://www.co.waller.tx.us/page/BidsAndProposalRequests>) for any and all Amendments made to the RFP pursuant to an Addendum. A Respondent is responsible for incorporating any and all Amendments and Addenda into its Submittal Packet. Failure to do so will result in disqualification.

5. Submittal Requirements

- A. Submittal Packet: Please remit one (1) Original, three (3) copies, and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match the original and copies of the response identically. Submittal Packets must be remitted in sealed envelopes and be clearly marked on the outside of the envelope with the following information:
 - i. RFP Number;
 - ii. Respondent's Company Name; and
 - iii. "All Hazards Preparedness, Planning, Consulting, and Recovery Services"
- B. Due Date: Complete Submittal Packets must be remitted to Alan Younts, Waller County Auditor, 425 FM 1488, Suite 119, Hempstead, Texas 77445 by 3:00 p.m. on Tuesday, May 28, 2024. RFP Packets will be accepted by hand or mail according to the specifications contained in this RFP. The time and date of receipt as recorded in the County Auditor's Office shall serve as the official time of receipt. The County is not responsible for late delivery of USPS or any other carrier. **Late Submittal Packets will not be accepted under any circumstances.**
- C. Alteration of Proposal: Any interlineations, alteration, or erasure made before the Solicitation Due Date must be initialed by the signer of the Submittal guaranteeing authenticity. Written notice must be submitted to the County in advance of the Submittal Due Date.
- D. Withdrawal of Proposal: A Respondent may withdraw its Submittal prior to the Due Date and time specified in this RFP. A request for withdrawal must be made in writing, and signed by an individual authorized to enter into contracts on Respondent's behalf and indicate the individual's title. Submittal Packets in the County's possession at the Due Date and time shall be deemed final, conclusive, and irrevocable. No Submittal Packet will be subject to withdrawal, amendment, or correction after the Proposal Due Date and time specified in the Solicitation.

- E. Format of Submittal Packet: In addition to its Submittal, Respondents are required to submit all information requested in **Appendix A, Appendix B, and the requested Required Forms**. A Respondent's Submittal Packet must adhere to the below format. Submittal Packets must be remitted by mail or hand-delivery; all other formats, including fax or e-mail, will be rejected by the County. A Submittal Packet must include all requested information set forth herein and all Required Forms requested pursuant to this RFP. Failure to include all requested information will result in a Submittal Packet's rejection.
- i. Single-Space Type;
 - ii. Standard 8-1/2" x 11" vertically-oriented pages;
 - iii. One-Sided Hard-Copies;
 - iv. Numbered Pages; and
 - v. Handwriting on Required Forms must be legibly written in ink.
- F. Validity Period: Once the submittal deadline has passed, any Submittal received shall constitute an irrevocable agreement to provide the commodities and/or services set forth in the Scope of Services on the terms set forth in the Submittal, such Proposal to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.
- G. Taxpayer Identification: Selected Firm must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" after an award of a contract and before goods or services can be procured from the Respondent.
- H. Requirements: A Respondent which submits a Proposal is agreeing to provide the County with the specified Services described in this Solicitation in accordance with the terms and conditions and in compliance with the specifications included herein and any Addenda issued by the County prior to the Submittal Due Date.

6. Proposal Evaluation and Contract Award

- A. Process: Contract award for the Services set forth within this RFP Solicitation will be made using sealed competitive bids in accordance with Chapter 262 of the Texas Local Government Code and federal formal procurement requirements (i.e., 2 CFR 200). A Proposal submitted in accordance with this RFP will be evaluated for award. A Proposal may be disqualified at any time during the Evaluation Process for failure to meet any terms or conditions contained anywhere in this RFP. Failure to include all required information may result in a Proposal being disqualified.

The County will award the Contract to the Respondent whose Proposal is the lowest and best, and determined to be the most advantageous to the County. Proposal evaluations will be based upon the criteria set forth below in Appendix A, Section 3.

Respondents are prohibited from directly or indirectly communicating with County employees, appointed officials, or elected officials regarding its or another Respondent's qualifications or any other matter relating to the eventual award of a contract for the services requested under this RFP. A Respondent is prohibited from contacting County personnel regarding its qualifications or the award of a contract unless it is in response to an inquiry from a staff member after Commissioners' Court has made a decision and selected a Firm(s). Any violation will result in immediate disqualification of the respondent from the selection process.

- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, the County alone will determine whether the variance is so significant as to render the Submittal non-responsive, or whether the variance may be cured by the Respondent or waived by the County, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Submittal as a result of omission, error, lack of clarity or non-compliance by a Respondent with specifications, instructions and all conditions shall be construed in favor of the County. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services & Specifications or Appendix B – Specifications Verification, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Additional Information: County may request any other information necessary to determine a Respondent’s ability to meet the minimum standards required by this RFP.
- F. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion: The Respondent certifies that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Respondent. The Respondent understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.” Respondent also certifies that it will notify Waller County in writing immediately if Firm is not in compliance with Executive Orders 12549 and 12689 during the term of a resulting Contract. Respondent agrees to refund Waller County for any payments made to the Firm while ineligible.
- G. Right to Refuse Submittal: The County reserves the right to refuse any and/or all parts of any and or/all Proposal(s) and to waive formalities in the best interest of the County. The County intends to affirmatively solicit qualified small and minority businesses and women’s business enterprises, HUBs, and labor surplus area businesses through this RFP. The County agrees to not discriminate on the basis of age, race, religion, sex, color, national origin, marital status, family status, source of income, sexual orientation, mental or physical disability in review of the proposals or execution of agreements of the work. Section 3 businesses are encouraged to submit.
- H. Authority to Submit Proposal and Enter Contract: The person signing on behalf of a Respondent certifies that the signer has authority to submit the Submittal on behalf of the Firm and bind it to any resulting contract.
- I. Interpretation of Solicitation Documents: The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Respondents are encouraged to seek clarification, before submitting a Submittal, of any portion of the RFP Solicitation which appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

- J. Withdrawal of Submittal Packet: A Respondent may withdraw a Submittal Packet prior to the Submission Deadline by notifying the County Auditor, Alan Younts, in writing via e-mail, at a.younts@wallercounty.us. Submittal Packets may not be withdrawn once publicly opened by Commissioners' Court on Wednesday, May 29, 2024. Submittal Packets which have been withdrawn will not be considered by the County.
- K. Disqualification of Respondent: The County may disqualify a Respondent and its Submittal Packet for any of the following reasons (**Nb:* List is not exhaustive):
- i. Collusion among Respondents;
 - ii. Respondent's default on an existing or previous contract with the County;
 - iii. Respondent's involvement in a current or pending lawsuit with the County;
 - iv. Respondent's attempt to influence the outcome of the RFP solicitation through unauthorized contact with County officials or employees outside of those listed in this RFP Solicitation;
 - v. A Respondent's inability to provide the quality and timeliness of Services set forth herein; and/or
 - vi. Respondent's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with this or any other RFQ/RFP Solicitation.

APPENDIX A: SCOPE OF SERVICES & SPECIFICATIONS

3.1 Scope of Services: The County is seeking Proposals from Firm(s) which can provide professional all hazards preparedness, planning, consulting, and recovery services for the County. The proposed Scope of Services (Scope) is intended to encompass professional planning, advising, consulting, and continuity of operation activities which may fit in the broadly defined scope as described below. These may include, but not be limited to, such functions as: studying, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other related work.

The County anticipates that the Scope set forth herein may be used to negotiate a contract with a selected Firm(s). The County reserves the right to modify the scope of services, as needed, to reach an ensuing contract for the services described herein.

- A. Homeland Security, Disaster Preparedness, And Emergency Response And Recovery:** to include areas such as emergency operations, planning and response, contingency, risk assessment, vulnerability, hazards and operability, hazard mitigation, incident response, testing, training and exercise programs, asset management, logistics and support, regional response, decontamination, continuity of operations planning, data management, documentation, debris clean-up, and removal monitoring. Also included would be services related to federal and state programs and policies, especially recovery activities in the areas of Public Assistance (PA), & Hazard Mitigation Program (HMGP). The Vendor should also be able to provide services related to CDBG, CDBG-DR and state programs seen as grant opportunities from TDEM, GLO, and TWDB. This description is not meant to be limiting; rather, we are interested in securing Vendors that can provide a broad range of services related to this general scope.
- B. Grant Opportunities:** Assist in identifying, developing, and evaluating opportunities for Federal and state grant applications. Develop a process/system to submit applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
- C. Staffing:** Staff augmentation to County departments.
- D. Grant Administration:** Provide post-award grant administration services and program management services for projects funded by HMGP, FMA, or PDM. This may include outreach, intake, documentation processing, construction inspection, and closeout.
- E. Assistance with FEMA:** Attend meetings with the State and FEMA to address eligibility and process issues, at the request of the County
- F. Assistance with Federal Rules and Regulations:** Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Stafford Act, 2 CFR 200, and the Sandy Recovery Improvement Act. Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting federal requirements such as procurement, federal labor standards, fair housing, accessibility, uniform administrative requirements, and monitoring and compliance.
- G. Hazard Mitigation Proposals:** Assist in the development of hazard mitigation proposals under Section 406 of the Stafford Act.
- H. Work Funding Issues:** Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed by the jurisdiction.
- I. Technical Assistance:** Provide technical assistance, as requested.
- J. Damage Assessments:** Provide damage assessments as requested, including:

- i Conducting substantial damage estimations for homes within the Special Flood Hazard Area (SFHA) impacted by a disaster.
 - ii Support in completing assessments of damage to public infrastructure components, transportation systems, and facilities.
- K. Field Documentation:** Obtain, analyze, and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal, including timekeeping and staff assignment records.
- L. Reimbursement Claims:** Review for clarity and completeness, as well as consistency and accuracy, data and supporting documentation related to reimbursement claims
- M. FEMA PA Emergency and Permanent Work Project Worksheets:** Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD’s”), and determining a project’s Scope of Work (“SOW”).
- N. Project Evaluation:** Evaluate alternate and/or improved projects.
- O. Project Worksheets:** Vendor shall be responsible, as requested, for the following:
 - i. Review Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
 - ii. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
- P. Appeals:** Prepare first and second appeals, as requested.
- Q. Unmet Needs Assessments:** Assist with developing unmet needs assessments that identify type and location of the community’s disaster recovery needs, especially in the three core aspects of recovery – housing, infrastructure, and the economy.
- R. CDBG Technical Assistance:** Provide technical assistance related to the determination of CDBG eligible activities and national objectives, particularly as they apply to disaster recovery.
- S. HUD Assistance:** Provide HUD related services, as requested, including the following:
 - i. Assist with the development and submission of HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.
 - ii. Provide assistance to the client on HUD’s Disaster Recovery Grant Reporting (DRGR) data management system including Action Plan set-up and Quarterly Reporting.
 - iii. Provide technical assistance related to HUD’s requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance.
 - iv. Provide technical assistance or cost reconciliation services related to HUD’s requirements for infrastructure and public facilities including FEMA PA match programs.
 - v. Provide technical assistance on HUD’s requirements for economic development activities and for calculating duplication of benefits in compliance with the Stafford Act.
- T. Project Management and Operations:** Assist with Project Management and Operations, including the ability to develop policies and procedures for implementing all CDBG-DR funded programs and activities including Vendor, sub-vendor, and sub-recipient oversight and monitoring.
- U. Meeting Assistance:** Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting, and accounting services necessary to meet Federal and State regulations.
- V. Disaster Debris Monitoring:** assist, as requested, with disaster debris monitoring, which may include the following non-exhaustive list of specific services:
 - i. Coordinating daily briefings, work progress, staffing, and other key items with the County.
 - ii. Hiring, training, scheduling, and managing field monitoring staff.

- iii. Monitoring and documenting debris removal operations ADMS technology.
- iv. Assisting the County with responding to public concerns and comments.
- v. Certifying Vendor equipment for debris removal using methodology and documentation practices appropriate for contract monitoring.
- vi. Digitization of source documentation (such as monitor logs, scale tickets etc.).
- vii. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- viii. Comprehensive review of project documentation and edata for quality control.
- ix. Developing daily operational reports to keep the City/County informed of work progress.
- x. Development of maps, GIS applications, etc. as necessary.
- xi. Comprehensive review, reconciliation, and validation of debris removal Vendor(s) invoices prior to submission to the City/County for processing.
- xii. Provide documentation for project worksheets and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City/County staff and designated debris removal Vendors.
- xiii. Maintain a safe working environment including developing and implementing a health and safety plan for debris monitoring operations.
- xiv. Providing staff and equipment to support the County in various functional areas as required following an emergency event.
- xv. Debris management planning services including the development of a debris management plan, debris management site identification and review, or staff training.
- xvi. The selected firm will be expected to provide disaster debris monitoring services utilizing automated debris management system (ADMS) technology. Debris monitoring may include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas.

- W. Emergency Management Plans and Documents:** Assist with emergency management plans and documents to include COOP/COG, Debris Management Plans, EOPs, evacuation and sheltering plans, mass care, or other related plans.
- X. Testing, Training, Drills and Exercises Support:** Testing, training, drills, and exercises (tabletop, functional or full-scale) support including exercise development (HSEEP compliance), after action reporting, and facilitation.
- Y. Hazard Mitigation Planning Activities:** Assistance including Hazard Mitigation Plan updates and Community Rating System (CRS) technical assistance.

1. Evaluation Factors

- A. **Criteria:** Commissioners’ Court, in its sole discretion, will determine the Respondent(s) which is/are best qualified to perform the requested Services. A Proposal submitted in accordance with this RFP will be evaluated by the Scoring Committee which will make a recommendation to Commissioners’ Court. A Submittal Packet may be disqualified at any time during the evaluation process for failure to meet any terms or conditions contained anywhere in this RFP. Failure to include all required information may result in disqualification. The County reserves the right to reject any and all Submittals.

Submittal Packets will be evaluated based on the following criteria:

CRITERIA	MAXIMUM POINTS
Cost Proposal	30

Clear understanding of the Scope of Work required and ability of respondent to perform the Scope of Work and provide all requested Services	30
Successful prior experience in providing the services requested, particularly to governmental agencies	20
Qualifications and experience of key staff	15
References (minimum of five (5) required) & Overall Completeness of Proposal	5

2. Submittal Requirements

- A. Cover Letter (Not to exceed two (2) pages);
- B. Statement of Qualifications, including staff qualifications/licensures and/or resumes;
- C. Company Profile, including, but not limited to, Company’s official registered name, state of incorporation, brief company history, ownership, total number of employees within the company, organization, year established, office location(s), and current Clients;
- D. Project Implementation/Timeline;
- E. Project Statement. Respondent should clearly articulate its understanding of the goals and objectives set forth herein and outline the approach it would take if selected;
- F. Proposed Project Team Members. Respondent should include its organizational chart and the roles and responsibilities of each team member who may be assigned to the Project, including team leader;
- G. Individual Experience. Respondent must include information on the background (e.g., education, work history, licensures) of key team members and outline their specific contributions on past projects of similar scope;
- H. Quality Assurance. Respondent must provide quality assurance procedures and processes which may be applied to ensure desired results;
- I. References. Respondent must provide a minimum of five (5) references for projects of similar scope which have been successfully completed within the past five (5) years. References must include Contact’s name, e-mail address, and telephone number. Respondent should also briefly list services provided to each client; and
- J. Additional information to demonstrate Respondent’s ability to complete the requested Services successfully.

3. KEY DATES*

- A. **Nb:* All dates subject to change based on the needs of Waller County.

Solicitation Release Date	Monday, April 29, 2024
Deadline for Submittal of Written Questions	Friday, May 10, 2024 at 3:00 p.m.
Addendum Posted Online	Tuesday, May 14, 2024 by 5:00 p.m.
Sealed Submittal Packets Due	Tuesday, May 28, 2024 at 3:00 p.m.
Sealed Qualifications Opened by County	Wednesday, May 29, 2024
Anticipated Scoring Committee Review Date	Monday, June 3, 2024

APPENDIX B: SPECIFICATIONS VERIFICATION

By submitting this RFP Packet, the undersigned hereby certifies that said Submittal has been independently arrived at and that terms or conditions appearing or applicable hereto have not and will not be disclosed by or on behalf of the Respondent to another Firm.

The undersigned by his/her signature represents that he/she is authorized to bind the Respondent to fully comply with the Terms and Conditions of the RFP, and that Respondent is ready, willing, and able to perform if awarded a contract for the Services set forth herein.

By signing below, you certify that you have read the entire document and agreed to the terms herein. You further certify that all of the information contained in Respondent's Submittal Packet is truthful to the best of your knowledge and belief, and that the Submittal Packet is made without prior understanding, agreement, connection, discussion, or collusion with an officer, employee, or agent of Waller County, Texas. **You must sign below in ink; failure to sign and return WILL disqualify a Firm. A Submittal Packet must be typewritten or written in ink.**

Company Name: _____

Address: _____

Contact Name: _____

City, State, Zip: _____

Contact Title: _____

Phone Number: _____

Signature: _____

Fax Number: _____

APPENDIX B: SPECIFICATIONS VERIFICATION (Cont.)

I. A RESPONDENT MUST SUBMIT ALL OF THE FOLLOWING INFORMATION IN ORDER FOR A SUBMITTAL PACKET TO BE CONSIDERED COMPLETE AND ELIGIBLE FOR EVALUATION BY THE SCORING COMMITTEE.

1. Proposed Services

- A. Description: Respondent should clearly and succinctly describe the technical aspects, capability, features, and options of the Services proposed in accordance with the required Scope of Work as identified in Appendix A.
- B. Project Schedule/Delivery Date: Respondent should provide a project schedule for the Services requested and address any potential causes for a late delivery and ways Firm would minimize delays.

2. Cost of Proposed Services

- A. Cost of a Submittal: A Respondent understands and acknowledges that the County will not reimburse or pay it for any expenses the Firm incurs in preparing its Submittal or providing additional information required in connection with this RFP Solicitation.
- B. Pricing/Cost Estimates: Pricing shall reflect the full scope of the Services defined herein. Any additional services and associated costs proposed by a Respondent which falls outside the Solicitation's scope of services shall be expressly defined. The County will not be responsible for any charges/fees unless expressly disclosed in an RFP Submittal.
- C. Firm Prices: Unless stated otherwise in its Submittal Packet, a Respondent's price(s) remain firm for 90 days from the date of fee negotiations and acceptance, and upon award, remain in effect for the contract period set forth herein.

3. Term of Contract

- A. Any contract which results from this RFP shall be effective for one (1) year from the date of a Notice to Proceed letter provided to the selected Respondent by the County. At the mutual agreement of the selected Firm and the County, an ensuing contract may be renewed for an additional one (1) year.

4. Respondent's Experience & Key Personnel

- A. Project Team: A Respondent shall identify all members of its team, including management, who will be providing any Services proposed herein. Respondent should include information which details said members' experience.
- B. Removal or Replacement of Personnel: Respondent must provide notice to the County if a member of the original Project Team must be removed or replaced for any reason. A replacement must be approved by the County prior to joining the Project.
- C. Business Establishment: Respondent shall provide the number of years it has been established and operating and number of employees it currently employs. If Respondent's company has changed names or if the principal(s) operating it operate similar business(es) under different names, or have operated any other business(es) or changed the legal status or form of the business(es) within the last five (5) years, all names of predecessor business, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided.
- D. Project-Related Experience: Submittal Packet must include detailed information which demonstrates Respondent's experience and expertise in providing the requested Services, and clearly sets forth Respondent's ability to successfully plan and deliver the requested Services.
- E. Control of Work: Respondent shall perform the requested Services in conformity with the Scope of Work outlined in Appendix A. Respondent must obtain the County's approval, in writing, prior to deviating from the Scope of Work. Failure to promptly notify the County of any errors or concerns with the Scope of Work will constitute a waiver of all claims for misunderstanding or ambiguities which result from the errors, omissions, or discrepancies discovered.

5. References

- A. A Respondent must provide five (5) references demonstrating successful completion of projects similar to what is requested pursuant to the Scope of Work. A Reference must include:
 - i. Client/Company Name;
 - ii. Contact Name;
 - iii. Contact Title;
 - iv. Contact Phone Number;
 - v. Contact E-mail Address; and
 - vi. Date and Scope of Work Provided

6. Confidential Information

- A. Respondent must clearly identify information in its Submittal Packet which it considers proprietary or confidential. Respondent must describe such confidential information and the basis for its assertion that such material qualifies for legal protection from disclosure. The County will treat such information as confidential only to the extent allowable under the Texas Public Information Act or similar

applicable disclosure law. Under no circumstance shall a Respondent's entire Submittal Packet or its technical responses be labeled proprietary or confidential.

7. Federal, State, or Local Identification Information

- A. Centralized Master Bidders List Registration Number
- B. Prime Contract HUB/MWBE Registration Number
- C. An Individual acting as a sole proprietor must enter his/her Social Security Number

II. CONTRACT TERMS AND CONDITIONS—EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN ITS SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH IT AGREES TO BY SUBMITTING A COMPLETE SUBMITTAL PACKET

1. Standard Terms and Conditions

- a. Application: These standard terms and conditions shall apply to all County solicitations and procurements, unless specifically accepted in the solicitation specifications.
- b. Legal Compliance: Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation
- c. Interpretation: This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- d. Independent Contractor: Respondent agrees that Firm and its employees and agents have no employer-employee relationship with County. Respondent agrees that if Firm is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- e. Conformity to Item Specifications and Contract Award: Respondent warrants that the products or services it provides under the Contract conform to the item specifications

and other requirements of this RFP, and are free from all defects in material, workmanship, and title. If Respondent deviates from an item specification (unless agreed to by County), including delivering a product other than the specific brand and model of the product awarded, the County may reject the product when delivered and terminate the purchase order at no cost or penalty to the County. Respondent further warrants that all products and services provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL laboratories.

- f. **General Obligations and Reliance:** A Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Firm shall keep the County informed of the progress and quality of the services. The Firm agrees and acknowledges that the County is relying on its represented expertise, licensures, and ability to provide the goods and/or services described herein. The Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Firm's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Firm be released from an liability for itself, its employees, subcontractors, agents, or consultants by reason of such approval by the County. It is understood that the County at all times is ultimately relying upon the Firm's skill and knowledge in performing the services and providing any goods required hereunder
- g. **Design, Standards, and Practices:** Design, strength, quality of materials, and workmanship must conform to the highest standards unless otherwise indicated in the RFP or ensuing Contract.
- h. **Limits on Subcontractors:** A Respondent may use subcontractors for this project. Firm must list subcontractors proposed for this project and their respective duties. No subcontractor may provide services unless the County consents. The County shall have approval rights over the use and/or removal of all subcontractors and/or Firms. Respondent shall identify all subcontractors in their Submittal and these subcontractors shall conform to all County policies.

The Respondent shall be responsible for completing all contract work even if a subcontractor has assumed responsibility to complete certain work. A Firm shall also be responsible for the actions and performance of all subcontractors.

Any dispute between the Firm and subcontractor(s), including any payment dispute, will be promptly remedied by the Respondent.
- i. **County's Right to Stop Work:** If the Respondent fails to correct work which is not in accordance with the requirements of the Contract, the County may order the Firm to stop work, or any portion thereof, until the cause for such order is eliminated.
- j. **County's Right to Continue Work:** If Respondent defaults or neglects to carry out the work in accordance with the Contract, and fails within a thirty (30)-day period after receipt of notice from the County to provide an acceptable plan to correct such

default, the County may correct such deficiencies and may deduct the reasonable cost thereof from the payment due the Firm.

- k. Contract Termination: An ensuing contract shall remain in effect until expiration, completion, and acceptance of services or default. The County reserves the right to terminate the contract immediately if the successful Respondent fails to (1) meet delivery or completion schedules; or (2) otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another Firm or purchase elsewhere and charge the full increase cost to the defaulting Firm. Waller County reserves the right to terminate the Contract if Firm becomes insolvent or commits acts of bankruptcy.

Either party may terminate this contract by providing ninety (90) days written notice to the other party. The Respondent must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the Waller County Auditor's Office at 836 Austin Street, Suite 221, Hempstead, Texas 77445.

- l. Remedies for Default and Termination of Contract: Except as otherwise provided for in the RFP Solicitation or contract Terms and Conditions, either the County or Respondent may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate. Written notice shall be delivered by certified mail, return receipt requested, or other method that similarly documents receipt. To the extent that the default is capable of being cured, the defaulting party may be given a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party.

At the County's option, and in addition to any other remedies it may have available, the County may terminate the Contract if Respondent fails to adhere to or violates any of the provisions of these Terms and Conditions, including certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:

- Delivery of product(s) or service(s) that fail to meet the item specifications;

- Delivery of product(s) or service(s) that are defective or substandard or fail to pass product inspection;

- Delivery of a product substitution, except as specifically authorized;

- Failure to meet required delivery schedules;

- Failure to timely supply the awarded products or services at the contract price;

- Failure to provide, within a reasonable time and where required by the Contract or this RFP, information reasonably requested by the County;

Respondents refusal, inability or loss of ability, to offer or provide awarded goods or services to the County unless caused by a Force Majeure event.

Notwithstanding any other provision of this section, in the event of Respondent's default under or breach of any provision of this Contract, the County reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the County or necessary or appropriate to protect or provide best value to the County.

In the event that the County terminates the Contract, the County reserves the right to award the terminated Contract to the next most qualified Respondent.

The County may sue for breach of contract and specific performance and, in addition to contract damages, recover attorney's fees and costs. Respondent shall be liable for any and all damages permitted by law, and any deviation submitted by Respondent in its Submittal seeking to limit its liability to the County shall be deemed rejected.

The County will not be liable to Respondent for any damages, including but not limited to, loss of profits, loss of business, or any special, consequential, exemplary, or incidental damages resulting from termination based on Respondent's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event described in these Terms and Conditions, the County may, in its sole discretion, terminate the Contract, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the County to not consider any future proposals from the defaulting Firm.

- m. Remedies Cumulative: The remedies available to the County under this RFP or Contract are in addition to any other remedies that may be available under law or in equity.
- n. Change of Ownership: If ownership of Firm should change during the term of a resulting Contract, the County must be notified as soon as possible in writing within (10) days and a new declaration of relationship shall be submitted immediately to the Department Contact. Failure by the Respondent to provide written notification of change of ownership may result in cancellation of a resulting contract.
- o. Assignment: A successful Respondent shall not sell, assign, transfer, or convey a contract, in whole or part, without prior written consent of Commissioners' Court.
- p. Change or Modification: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract. All changes to the Contract must be approved by Commissioners' Court and will be made in writing to the Department Contact.

Site visits will be scheduled, on request, in order to allow a Respondent to explore the existing conditions at the sites for proposal preparation purposes. If concealed or unknown physical conditions are encountered at the sites at a later date that could not

have been reasonably identified during the site visits and those conditions differ materially from those indicated in the Contract Document or from those conditions found normally to exist, the County and selected Firm will work together to resolve the issues in a fair and equitable manner. If appropriate, and agreed to by both parties, the Contract Sum and Contract Time may be equitably adjusted as mutually agreed to by the County and selected Firm; provided that the selected Firm provides notice to the County promptly and before conditions are disturbed.

Upon execution of a contract with a Respondent, a project budget and implementation schedule will be established. Change orders for concealed or unknown physical conditions, or scope additions of any kind requested by the County and its partner agencies, will place undue stress on the project budget; therefore, the County will limit all Firm and subcontractor markups on such change orders to no more than 15%. In the event that additional project management, engineering, or other services are also required to support the changes, the costs for those vendor services shall also be reviewed by the County prior to approval. Similarly, such actual vendor costs will be limited to a markup of no more than 15%.

- q. Governing Forms: 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, Waller County's interpretation shall govern.
- r. Governing Law and Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Waller County, Texas. Unless otherwise provided for by statute, any litigation arising from this Contract shall lie in Waller County, Texas.
- s. Governmental Immunity: The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas or under the laws of the United States.
- t. Conflict of Interest: Consistent with the Waller County Purchasing Policy and Texas Local Government Code, Chapter 171, Commissioners' Court shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the Commissioners are made aware of the interest of the official or employee and provide further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement, or contract affecting the business entity and performs no duty for Waller County in connection with the business entity.

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Any personal or business relationship between the Respondent, its principal(s), affiliate, employee, or subcontractor with an employee or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict

must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials shall be cause for Contract termination. A Conflict of Interest form should be filed with the Waller County Clerk prior to the submission of a Proposal. A copy of the file-stamped Conflict of Interest form must accompany the submission of a proposal.

No County elected official, appointed official, employee, or representative shall have interest in any contract resulting from a RFP Solicitation.

Respondent affirms that the Firm has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a County official or employee, or representative of the same in connection with this procurement.

An outside Firm is prohibited from submitting a bid or proposal for services on a Waller County project of which the Firm was a designer or previous contributor, or was an affiliate, subsidiary, joint venture, or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a Firm submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the County.

- u. Required Licenses: Respondent certifies that all members of the proposed Project Team hold all licenses required by the State of Texas, namely the Texas Appraisal Board, for a provider of the goods and/or services described by the Scope of Services herein.
- v. Permits and Approvals: All work done under this contract shall comply with all local and state codes having jurisdiction and with the requirements of the utility companies whose services may be used. Where code requirements are less than those shown in the contract documents, the contract documents shall control. The selected Firm shall obtain any and all permits, inspections, and approvals as required by all authorities having jurisdiction. All fees and costs for these items shall be paid for by the Respondent.
- w. Protections of Persons and Property: The Respondent shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Firm shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - i. Employees on the work and other persons who may be affected thereby;
 - ii. The work and any materials and/or equipment to be incorporated therein, whether storage on or off the site, under care, custody, or control of the Firm or its subcontractors or sub-subcontractors; and
 - iii. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

- x. Background Checks: The County may require background checks on Firm's employees, and may require Firm to pay the cost of obtaining criminal history information.
- y. Drug and Alcohol Policy: All Respondents shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all subcontractors. At all times any agent, officer, representative, or employee of the Firm shall be present upon property owned by the County, the terms and conditions of the Drug and Alcohol Policy currently adopted by the County shall be deemed applicable to such persons. Violations of terms/conditions while present on the premises owned by the County shall be grounds for termination of any contract between the County and Firm. A copy of this policy is available upon request. The successful Respondent expressly grants Waller County the right to review drug-testing records of any personnel involved in this proposed project. The County may require, at Firm's expense, drug testing for Firm's personnel if no drug testing records exist or if such test results are older than six (6) months.
- z. E-mail Address Consent: Respondent affirmatively consents to the disclosure of its email addresses that are provided to Waller County or any of its Departments. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Respondent, its employees, officers, and agents acting on Firm's behalf and shall apply to any email addresses provided in any form for any reason whether related to this Submittal, RFP, Contract, or otherwise.
- aa. Force Majeure: To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties' control and not attributable to its malfeasance, neglect, or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- bb. Grant Funding--HIPAA Compliance: Respondent agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA," to the extent that the Firm uses, discloses, or has access to protected health information as defined by HIPAA. Respondent may be required to enter a Business Associate Agreement pursuant to HIPAA

- cc. Liens: Respondent shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Respondent or its vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- dd. Outstanding Liabilities: Respondent shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Qualifications will be considered non-responsive and not given further consideration if submitted by a Respondent with such outstanding liabilities.
- ee. Offset: Any indebtedness or obligation owed by a Firm or its affiliates to the County may be appropriated and applied by the County at any time, and from time to time, on any indebtedness or other obligation owed by the County to Firm or its affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy, or recourse which is available to the County either at law or in equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.
- ff. Gratuities/Bribes: Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Firm, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding the contract.
- gg. Financial Participation: Respondent certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Submittal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- hh. Made in the U.S.A.: As appropriate and to the extent consistent with law, when funding a procurement in whole or in part through Federal grant money, the County, to the greatest extent practicable, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Respondent agree to include this requirement in all contracts with any subcontractors or sub-subcontractors related to the Contract, whether they concern goods and/or services.
- ii. Right to Assurance: Whenever the County, in good faith, has reason to question Respondent's intent to perform, the County may demand that the Firm give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat the failure as an anticipatory repudiation of the Contract.
- jj. Severability: If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications, and it is hereby declared that such remaining portions would have been included in these

requirements and the specifications as though the invalid portion has been omitted.

- kk. **Notices:** Unless otherwise provided by this RFP, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.
- ll. **Waiver:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of the Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision.
- mm. **Exceptions:** The Respondent shall state any exceptions desired to these Terms and Conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

2. Delivery of Services

- a. **Delivery:** All goods shall be delivered in appropriate packaging to assure safe, undamaged delivery F.O.B. Destination unless otherwise authorized herein. C.O.D. shipments or deliveries are not permitted. The Firm will coordinate the delivery of all project materials, if applicable, with the Department Contact.
- b. **Payment Terms:** A Firm shall, at the appropriate time(s), submit an original invoice for each delivery and/or negotiated project milestone that requires payment. Invoices must include (1) the Firm's name and address; (2) the County's name and address or delivery location; (3) the contract number; (4) the name of the project; and (5) be itemized. Itemization for product(s) must include, at a minimum, a detailed description of the product(s), the quantity delivered, item number, product code, item description, and total number of containers. Itemizations for milestone(s) associated with the invoice must include a detailed description of the service(s), and a written certification that all aspects of that particular milestone have been successfully completed, delivered, and approved in accordance with contract requirements. Invoices must separately itemize any transportation and/or delivery charges, and include associated documentation, include a properly signed copy of the delivery receipt, and be mailed directly to the County.

Prior to any and all payments made for goods and/or services provided under this Contract, the Firm shall provide its Taxpayer Identification Number or social security number as applicable. This information must be on file with the Waller County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Firm for correction.

Payment to Firm is due after the County's receipt and acceptance of ordered product(s) or service(s) and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act, Chapter 2251 of the Texas Government Code. The County is not responsible for product(s) and/or service(s) delivered or invoiced without a valid purchase order.

The County's obligation to Firm is payable only and solely from funds available for the purpose of the purchase. The laws of the State of Texas prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval.

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Proposer understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the Firm shall be to terminate any further services under the Contract and the Contract shall be null and void.

This RFP or resulting Contract may be terminated by the County without notice and without penalty or liability in the event that (1) the County lacks sufficient funds for this agreement; (2) funds for this agreement are not appropriated by Waller County Commissioners' Court; and (3) funds for this agreement that are or were to be provided by grant or through an outside service are withheld, denied, or are otherwise not available to the County.

All payments made to Waller County shall be made by the 15th of the month.

- c. Warranty of Products and Services: Respondent must not limit or exclude any implied warranties and shall extend such warranties on the awarded products(s) or service(s), as well as the installation thereof if such installation is provided by Firm, as are normally provided to other customers of the Firm. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless otherwise specified by this RFP, a minimum of a ninety (90)-day product or service guarantee or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the County and delivery of the replacement(s) to the same location. Such warranty shall include curing any defects in connection with any Firm installation of the product at no additional cost to the County. The warranty period is effective from the date the County accepts the product, or the date service is completed and accepted by the County.

Respondent warrants that products sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, the

County may return the product for correction or replacement at the Firm's expense. If the Respondent fails to make the appropriate correction within a reasonable time, the County may correct at the Respondent's expense.

Respondent shall respond to any reasonable requests for information from the County or its representatives in regards to concerns regarding public health and safety regarding awarded products and/or services, including such documentation as may be reasonably requested. In the event of any product recalls affecting awarded products, as soon as practicable, Firm shall notify in writing the County for such recalled products and proposed action. At a minimum and without waiving any other requirements under law, this RFP or Contract, Respondent shall be required with respect to the County to take all action required by law or any greater remedy as may be offered by the Firm to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

Proposer may not limit or exclude any implied warranties. Any attempt to do so shall render the Contract voidable at the option of the County.

3. **Financial Responsibility Provisions**

- a. **Funding:** Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval.
- b. **General Bonding Requirements:** Respondent must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by the County. Firm must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Respondent and the County from all claims for bodily injury, death, or property damage that might arise from the performance by Respondent or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Firm of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law. Within 30 days after signing of a contract and prior to beginning the actual work (whichever comes first) the Respondent shall provide the County with a performance bond and a payment bond in the amount of the contract. A surety company authorized to do business in this state shall execute these bonds. Bonds shall be delivered to the Waller County Auditor at 836 Austin Street, Suite 221, Hempstead, Texas 77445.
- c. **Taxes:** Waller County is by statute exempt from the State Sales Tax and Federal Excise Tax. If such taxes are listed on a successful Respondent's future invoice(s), it will not be paid.
- d. **Insurance Coverage Requirements:** Any Firm that conducts business with Waller County, whether it is for goods and/or services, shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Firm and the County against all hazards or risks of loss

associated with the successful Respondent's performance of the Contract. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Firm to maintain adequate insurance coverage at all times. Failure of the Firm to maintain adequate coverage shall not relieve the Firm of any contractual responsibility or obligation; however, such failure shall be grounds for the County to terminate the Contract in its discretion.

The following coverages are required:

- i. WORKERS COMPENSATION – STATUTORY EMPLOYERS LIABILITY
 1. \$1,000,000 E.L. Each Accident
 2. \$1,000,000 E.L. Each Employee
 3. \$1,000,000 E.L. Disease Policy Limit

- ii. Comprehensive General Liability Insurance Requirements, including Firm's protective liability:
 - \$1,000,000 each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations

The policy shall specifically include:

- (a) XCU Coverage (Explosion, Collapse, Underground, or Tunneling Coverage)
- (b) Completed Operations Coverage for a period of one (1) year from the date of final completion of the work
- (c) Contractual Liability Coverage

- iii. Automobile Liability Insurance: coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 Combined Single Limit (Bodily Injury including property damage).

- e. Waiver of Subrogation: Respondent and its insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Firm, its employees', or subcontractors' performance under this Contract.

4. **Indemnification and Hold Harmless Agreement**

- a. Respondent agrees to defend, indemnify, and hold harmless the County, its officials, officers, agents, employees, and representatives from and against all third-party claims, actions, suits, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (1) injury or death to any person or damage to any property related to the acts of Respondent or its agents, subcontractors, employees, or representatives in the execution of or performance under the Contract; and (2) Respondent's negligence, misconduct, breach of contract, or other failure to comply with its obligations in the execution or performance under the Contract. The Respondent's duty to defend, indemnify, and hold the County harmless shall be

absolute. It shall not abate or end on the expiration or termination of the Contract unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters concerning the performance of the Respondent arising under or related to the Contract, no matter when they arise.

The Respondent shall indemnify the County in the event the County is found to have been negligent for having selected the Respondent to perform the work described in this RFP. The Respondent's provision of insurance shall not limit the liability of the Respondent under the Contract.

Successful Respondent shall defend, indemnify, and save harmless Waller County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Respondent, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Respondent shall pay any judgment with cost which may be obtained against Waller County growing out of such injury or damages.

REQUIRED FORMS

All Required Forms referenced herein can be found on the County's Website (<https://www.co.waller.tx.us/page/BidsAndProposalRequests>) under the file name "Required Forms: All Hazards Preparedness, Planning, Consulting, and Recovery Services."

It is a Respondent's responsibility to complete all necessary Required Forms and follow any instructions contained therein.

The County reserves the right to disqualify a Respondent who does not complete all Required Forms or submits Required Forms which have been completed incorrectly.