



WALLER COUNTY
STATE OF TEXAS

REQUEST FOR QUALIFICATIONS
230517-23

Project Title

Independent Real Property Appraisal Review Services
(CDBG-DR Diemer Road Project)

Solicitation Closing Date

Tuesday, May 30, 2023 at 3:00 p.m. (CST)

1. Introduction

A. Project Overview: Waller County (County) received a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant from the Texas General Land Office for flood and drainage improvements (CDBG-DR Contract No. 20-065-062-C180). The County is soliciting Qualifications for independent real property appraisal review services in order to review appraised property easements needed to reroute a road for improvements and flood prevention. It is the County's intent to award a contract for the Services contained in Appendix A—Scope of Services.

B. Questions:

- i. RFQ Clarifications: All questions related to requirements, processes, or Scope of Work for this RFQ should be submitted in writing to Brooke Bacuetes via e-mail at b.bacuetes@wallercounty.us no later than 12:00 p.m. on Friday, May 26, 2023.
- ii. Replies: Responses to all inquiries relating to this RFQ 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 RFQ. 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 RFQ, the Respondent is required to acknowledge receipt of each addendum issued. **RFQ 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 RFQ 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 RFQ. 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 RFQ or any of the item specifications in the Qualification 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: RFQ for Independent Real Property Appraisal Review Services for CDBG DR Diemer Rd. Project."

- 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

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 RFQ 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 RFQ 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 RFQ shall not publish and shall keep confidential their intentions and actions respecting and response to the RFQ.
- B. **Point of Contact:** The Department Contact shall be the sole point of contact for any and all issues pertaining to this procurement and its process, except where this RFQ specifically and expressly provides otherwise. Contacting any County employee or representative other than the Department Contact could result in disqualification. Do not rely on oral instructions or clarifications. Requests from interested Firms for additional information or interpretation of the information included in the specifications should be directed in writing to the Department Contact.
- 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 RFQ information. Qualifications are not available for public inspection until after the contract award. If a Respondent has notified the County, in writing, that the Statement of Qualification 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 RFQ and a Firm's response are an integral part of any contract which is awarded in association with this RFQ.
- 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 SOQ in strict accordance with the County's instructions, including having a company representative duly authorized by the Firm to execute the SOQ. By signing, the signatory warrants that they have read and agree to the terms of the Qualification Submittal and are authorized to execute same as a legally binding act of Firm, including any resulting contract.
- K. Governing Law: This RFQ 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. RFQ Withdrawal and Amendments

- A. Withdrawal: The County, in its discretion, reserves the right to withdraw this RFQ for any reason.
- B. RFQ Amendments: The County, in its discretion, reserves the right to amend this RFQ by formal written Addenda prior to the SOQ 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 RFQ 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. Statement of Qualification Submittal Requirements

- A. Submittal Packet: Please remit one (1) Original Statement of Qualification (SOQ), 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. RFQ Number;
 - ii. Respondent's Company Name; and
 - iii. "Independent Real Property Appraisal Review Services (CDBG-DR Diemer Road Project)."
- B. Due Date: Complete Submittal Packets must be remitted to Alan Younts, Waller County Auditor, 836 Austin Street, Suite 221, Hempstead, Texas 77445 by 3:00 p.m. on Tuesday, May 30, 2023. RFQ Packets will be accepted by hand or mail according to the specifications contained in this RFQ. 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 SOQ 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 SOQ prior to the Due Date and time specified in this RFQ. 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 SOQ, 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 the SOQ and all Required Forms requested pursuant to this RFQ. 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 Statement of Qualification submitted 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 Statement of Qualification, such Statement of Qualification 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 SOQ 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. Statement of Qualification Evaluation and Contract Award

A. Process: An award of a contract for the Services set forth within this RFQ Solicitation will be made using sealed Statements of Qualification (SOQ) in accordance with Chapter 2254 of the Texas Local Government Code and federal formal procurement requirements (i.e., 2 CFR 200). The County will evaluate all SOQ Packets to determine which Respondents are the most highly qualified provider of the requested Services on the basis of demonstrated competence and qualifications. The Scoring Committee will evaluate Submittal Packets pursuant to the specifications set forth in the RFQ's Scope of Services. Recommendation shall be made to the Commissioners' Court to enter into negotiations with the highest ranked firm as determined by the Scoring Committee, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. The County will, in good faith, attempt to negotiate with the selected Respondent a contract at a fair and reasonable price.

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 RFQ. 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. Any violation will result in immediate disqualification of the respondent from the selection process.

- B. Completeness: If the SOQ is incomplete or otherwise fails to conform to the requirements of the RFQ, the County alone will determine whether the variance is so significant as to render the SOQ non-responsive, or whether the variance may be cured by the Respondent or waived by the County, such that the SOQ may be considered for award.
- C. Ambiguity: Any ambiguity in the SOQ 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 RFQ requirements and details provided in Appendix A – Scope of Services or Appendix B – Statement of Qualification, 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 RFQ.

- 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 Statement of Qualification: The County reserves the right to refuse any and/or all parts of any and or/all Qualifications 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 RFQ. 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 Statement of Qualification and Enter Contract: The person signing on behalf of a Respondent certifies that the signer has authority to submit the SOQ 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 SOQ, of any portion of the RFQ 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 Department Head, Brooke Bacuetes, in writing via e-mail, b.bacuetes@wallercounty.us. Submittal Packets may not be withdrawn once publicly opened by Commissioners’ Court on Wednesday, May 31, 2023. 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 RFQ solicitation through unauthorized contact with County officials or employees outside of those listed in this RFQ 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

1. Scope of Services: The County is soliciting Qualifications from Firms to perform independent real property appraisal reviews in compliance with 49 CFR 24.104. The Selected Firm will review between two (2) and four (4) real property appraisal reports associated with the subject properties depicted in Exhibit A. The County anticipates that the scope of services set forth herein may be used to negotiate a contract with a selected Firm. The County reserves the right to modify the scope of services, as needed, to reach an ensuing contract for the services described herein.

A Respondent will be asked to review all appraisal reports to ensure that the appropriate data has been gathered and examined, analyzed logically, and whether the conclusions provided in the appraisal reports are consistent with the requirements set forth in 49 CFR 24.103, 49 CFR 24.2(a)(3), and all other applicable requirements.

A Respondent should have experience providing expert testimony during a Special Commissioners’ Hearing for Condemnation and in court, especially at eminent domain trials. The County requests that a Respondent includes the number of times it has served in this capacity and outcomes as part of its Response to this Solicitation.

The County wishes to emphasize that time is of the essence for performance, and that it expects a selected Respondent to work on an aggressive schedule. The County requests that a Respondent includes an anticipated timeline for any deliverables and address any potential causes for a late delivery and ways it would minimize delays. The County anticipates selecting a Firm to perform the requested services in June 2023.

Services must comply with all provisions of applicable local, state, and federal laws, ordinances, and regulations. A Respondent should have experience with projects of similar scope funded by CDBG-DR grant monies, and be familiar with the United States Department of Housing and Urban Development and Texas General Land Office grant requirements as it pertains to the services it would provide pursuant to a contract which may result from this RFQ Solicitation. It is the responsibility of a Selected Firm to furnish all necessary labor, supervision, insurance, and taxes (including all federal, state, and local taxes) necessary to provide appraisal reviews for the subject properties

2. 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 SOQ submitted in accordance with this RFQ 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 RFQ. 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
Clear understanding of the Scope of Work required	25
Ability of Respondent to perform the Scope of Work and provide all requested Services	25

Timeframe for Respondent to commence/ complete requested Services	25
Successful prior experience in providing the services requested, particularly to governmental agencies	10
Qualifications and experience of key staff	10
References (minimum of five (5) required)	5

3. 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.

4. KEY DATES*

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

Solicitation Release Date	Thursday, May 18, 2023
Deadline for Submittal of Written Questions	Friday, May 26, 2023 at 12:00 p.m.
Sealed Submittal Packets Due	Tuesday, May 30, 2023 at 3:00 p.m.
Sealed Qualifications Opened by County	Wednesday, May 31, 2023
Anticipated Scoring Committee Review Date	Wednesday, May 31, 2023
Anticipated Notice of Award	Wednesday, June 7, 2023

APPENDIX B: STATEMENT OF QUALIFICATIONS VERIFICATION

By submitting this RFQ Packet, the undersigned hereby certifies that said SOQ have 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 RFQ, 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: STATEMENT OF QUALIFICATIONS 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 Statement of Qualifications: A Respondent understands and acknowledges that the County will not reimburse or pay it for any expenses the Firm incurs in preparing its SOQ or providing additional information required in connection with this RFQ Solicitation.
- B. Pricing: Pricing will be negotiated with the selected Respondent. Pricing shall reflect the full scope of the Services defined herein. **SOQs which include pricing will be rejected.**
- 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 RFQ shall be effective for one (1) year from the date of a Notice to Proceed letter provided to the selected Respondent by the County.

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 SOQ, 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 RFQ, 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 of engineering practices and/or professional services, unless otherwise indicated in the RFQ 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 SOQ 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.

1. **Remedies for Default and Termination of Contract:** Except as otherwise provided for in the RFQ 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 RFQ, 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 SOQ 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 RFQ 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 RFQ. 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 RFQ 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 SOQ, RFQ, 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 RFQ 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 RFQ on which the Statement of Qualification 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 RFQ, 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 RFQ 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 RFQ, 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 RFQ 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 RFQ. 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: Independent Real Property Appraisal Review 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.

Exhibit A

Subject Properties*

**Nb: A Firm will be asked to review appraisal reports associated with the two (2) parcels marked with a Green Dot. The County may, at its discretion, also ask a Firm to review appraisal reports for the parcels marked with a Red Dot as part of the Scope of Work. Both scenarios should be addressed in a Submittal Packet.*

