Waller County, Texas
Request for Proposals

All Hazards Preparedness, Planning, Consulting, and Recovery Services
RFP 26-010

SUBMIT SEALED PROPOSALS TO:

Waller County
County Judge's Office
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, August 20, 2026
1:00 PM (CST)

ENVELOPE TO BE LABELED:

RFP 26-010
All Hazards

ALL RFPS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE COUNTY JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.
RFPS RECEIVED WILL THEN BE OPENED AFTER DUE DATE AND NAMES PUBLICLY READ.
RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to respondent in writing after Commissioners Court award.
Requests for information must be in writing and directed to Jaime Kovar, Procurement Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Waller County website no Later than 48 hours prior to RFP opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 PROJECT DESCRIPTION:

Waller County (hereafter referred to as the ("County") is seeking sealed proposals ("Proposals or RFP") from qualified firms ("Respondent") for professional all hazards preparedness, planning, consulting, and recovery services ("Project"), in accordance with the terms, conditions and requirements as specified herein. The proposed scope of services is intended to encompass professional planning, advising, consulting, and continuity of operation activities which may fit in the broadly defined scope as specified herein. They may include, but not limited to: studying monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other related work. The project(s) may be totally or partially funded utilizing federal funding. Respondent is responsible for complying with any all federal and state rules and regulations.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information, subject to applicable laws and regulations and consistent with accepted procurement standards. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.

2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.

2.3 This RFP does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.

2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Procurement Director in writing. Attempts to contact any members of the County's Commissioners Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.

2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the Procurement Director on behalf of Waller County, Texas. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email or written correspondence.

PROPOSAL CONTACT:

Jaime Kovar
Procurement Director
836 Austin Street
Hempstead, TX 77445
j.kovar@wallercounty.us

4.0 SUBMISSION REQUIREMENTS:

4.1 Submission requirements: one (1) original proposal, four (4) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP due date/time of **1:00 PM CST** on **Thursday, August 20, 2026**. Flash drive must contain only one (1) file in PDF format and must match the respondent's written/original/paper response identically. If Excel file(s) are provided with the RFP solicitation, complete the Excel file(s), and save on the flash drive as well. Include a PDF of the completed Excel file(s) within your electronic response and paper copies. Failure to provide proper original, flash drive or copies is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm to the proposal, and in a resultant contract.

Waller County	Proposal Number: RFP 26-010
County Judge's Office	Due Date: Thursday, August 20, 2026
836 Austin Street	Time: 1:00 PM (CST)
Hempstead, TX 77445	For: All Hazards Preparedness

4.2 Respondents may submit their proposal any time prior to the due date/time after confirmation of addendum status. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, emailed or facsimile proposals will be considered.

4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

6.3 Although Waller County desires to negotiate toward a contract with a selected Respondent, the Commissioners Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Wednesday, August 12, 2026 at 9:00AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the Waller County Procurement Director to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	July 28, 2026
Deadline for Questions:	August 12, 2026, 9:00 AM
Submission Due Date:	August 20, 2026, no later than 1:00 PM
Evaluation of Submissions:	Week of August 24, 2026
Commissioners Court Permission to Negotiate:	September 16, 2026
Final Contract Approval Commissioners Court:	October 14, 2026

9.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Waller County, shall constitute a contract equally binding between the contractor and Waller County.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Waller County Commissioners Court.

12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

12.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

12.2 Unless otherwise required by law, the prices which have been quoted in a proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

12.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13.0 CONFIDENTIAL MATTERS:

13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Texas Public Information Act.

14.0 LIMITS OF SUBCONTRACTORS:

14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.

14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Waller County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to ensure that the County maintains a drug-free workplace.

19.0 PAYMENT AND PERFORMANCE BOND:

No performance nor payment bond is required for this project.

20.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

21.0 TEXAS ETHICS COMMISSION FORM 1295:

21.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 “Certificate of Interested Parties”, per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the

Form 1295 online through the State of Texas Ethics Commission website. Please visit:
https://prd.tecprd.ethicsefile.com/File/

21.2 On-line instructions:

21.2.1 Name of governmental entity is to read: Waller County.

21.2.2 Identification number use: RFP 26-010.

21.2.3 Description is: All Hazards Preparedness.

21.3 Highest evaluated respondent(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

22.0 INSURANCE:

22.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Waller County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of a resultant Contract.

22.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

22.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

22.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

22.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

22.2.4 Business automotive liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. Policy shall cover liability arising from the operation of licensed vehicles by policyholder.

22.3 County and the members of Commissioners Court shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

22.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

23.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

23.1 Respondent shall timely report all such matters to Waller County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Waller County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Waller County required by Respondent in the defense of each matter.

23.2 Respondent's duty to defend, indemnify and hold Waller County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Waller 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 no matter when they arise.

23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.

23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Waller County, in the event Waller County is found to have been negligent for having selected Respondent to perform the work described in this request.

23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

23.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Waller County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in a form satisfactory to Waller County.

23.7 Loss Deduction Clause - Waller County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

24.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

24.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: Respondent hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

24.2 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of

Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

24.3 Texas Government Code Section 2252.152 Acknowledgment: By signature on vendor form, Respondent represents pursuant to Section 2252.152 of the Texas Government Code, that Respondent is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.

24.4 Texas Government Code Chapter 2276 Certification: By signature on vendor form, Respondent certifies and verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.

24.5 Texas Government Code Chapter 2274 Certification: By signature on vendor form, Respondent certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not do so during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.

25.0 PRE-RFP CONFERENCE:

There is no PRE-RFP conference scheduled for this project.

26.0 SCOPE OF SERVICES:

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.

26.1 **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). Respondent 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, the County is interested in securing firm(s) that can provide a broad range of services related to this general scope.

26.2 **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.

26.3 **Staffing**: Staff augmentation to County departments.

26.4 **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.

26.5 **Assistance with FEMA**: Attend meetings with State and FEMA to address eligibility and process issues, at the request of Waller County.

26.6 **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.

26.7 **Hazard Mitigation Proposals**: Assist in the development of hazard mitigation proposals under Section 406 of the Stafford Act.

26.8 **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.

26.9 **Technical Assistance**: Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.

26.9.1 Design services may include the following activities:

* Planning, procuring (2 CRF 200 compliant), and/or preparing necessary topographic surveys, environmental studies, and geotechnical investigations required for preliminary design considerations
* Prepare preliminary horizontal/vertical alignments based on aerial photography with LIDAR contour information
* Prepare proposed typical section

* Prepare site evaluation. (Watershed data including drainage area, design flow, and hydraulic profiles will be provided by Waller County)
* Prepare preliminary project construction cost estimate
* At the County's request, prepare conceptual repair estimates that may assist with FEMA funding obligation. Such estimates may include the cost to implement an exact replacement, repair v. replace comparison, etc.

26.9.2 Topographic survey to include the associated activities: Provide necessary field investigations and surveys to produce engineering construction plans. For bridge projects, topographic surveys shall extend approximately 500 ft each side of bridge.

26.9.3 ROW Mapping to include the associated activities:

* Field boundary survey of existing property lines within the corridor of the project
* Prepare ROW Maps (Abstracts to be provided by Owner)

26.9.4 Engineering Design to include the associated activities:

* Prepare preliminary and final construction plans, hold a plan-in-hand with utility owners affected, and provide final cost estimates

26.10 **Damage Assessments**: Provide damage assessments as requested, including: Conducting substantial damage estimations for homes within the special flood hazard area (SFHA) impacted by a disaster. Support in completing assessments of damage to public infrastructure components, transportation systems, and facilities.

26.11 **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.

26.12 **Reimbursement Claims**: Review for clarity and completeness, as well as consistency and accuracy, data and supporting documentation related to reimbursement claims

26.13 **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 (DDDs) and determining a projects scope of work (SOW).

26.14 **Project Evaluation**: Evaluate alternate and/or improved projects.

26.15 **Project Worksheets**: Respondent shall be responsible, as requested, to review project worksheets to determine final eligible costs and third-party refunds and reimbursements and reconcile eligible costs and prepare project worksheet versions, as necessary.

26.16 **Appeals**: Prepare first and second appeals, as requested.

26.17 **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.

26.18 **CDBG Technical Assistance:** Provide technical assistance related to the determination of CDBG eligible activities and national objectives, particularly as they apply to disaster recovery.

26.19 **HUD Assistance:** Provide HUD related services, as requested, including the following:

* Assist with the development and submission of HUD required Action Plan for Disaster Recovery, Action Plan amendments, performance reporting, and grant closeout
* Provide assistance to the client on HUD's Disaster Recovery Grant Reporting (DRGR) data management system including action plan set-up and quarterly reporting
* Provide technical assistance related to HUD's requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance
* Provide technical assistance or cost reconciliation services related to HUD's requirements for infrastructure and public facilities including FEMA PA match programs
* Provide technical assistance on HUD's requirements for economic development activities and for calculating duplication of benefits in compliance with the Stafford Act

26.20 **Project Management and Operations:** Assist with project management and operations, including 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.

26.21 **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.

26.22 **Disaster Debris Monitoring:** Assist, as requested, with disaster debris monitoring, which may include but not limited to the following:

* Coordinating daily briefings, work progress, staffing, and other key items
* Hiring, training, scheduling, and managing field monitoring staff
* Monitoring and documenting debris removal operations ADMS technology
* Assisting the County with responding to public concerns and comments
* Certifying vendor equipment for debris removal using methodology and documentation practices appropriate for contract monitoring
* Digitization of source documentation (such as monitor logs, scale tickets, etc.)
* Furnishing and operating an automated/electronic (paperless) debris tracking system
* Comprehensive review of project documentation and e-data for quality control
* Developing daily operational reports to keep the County informed of work progress
* Development of maps, GIS applications, etc., as necessary
* Comprehensive review, reconciliation, and validation of debris removal vendor(s) invoices prior to submission to the County for processing
* 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 County staff and designated debris removal vendor(s)
* Maintain a safe working environment including developing and implementing a health and safety plan for debris monitoring operations
* Providing staff and equipment to support the County in various functional areas, as required following an emergency event
* Debris management planning services including the development of a debris management plan, debris management site identification and review, and/or staff training
* Awarded firms will be expected to provide disaster debris monitoring services utilizing automated debris management system (ADMS) technology. Debris monitoring may include but not limited to debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas

26.23 **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.

26.24 **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.

26.25 **Hazard Mitigation Planning Activities:** Assistance including hazard mitigation plan updates and community rating system (CRS) technical assistance.

27.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined herein. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables are required to be numbered, clearly labeled and tabbed with binder tabs/dividers for locating information quickly and easily. Font size below 12 point is prohibited.

27.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Firm experience
2	Firm management plan
3	Price
4	Required forms and overall completeness of submission

27.2 Any exceptions to the Proposal requirements shall be identified in the applicable section in red type and referenced as numbered herein.

27.3 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with Respondent qualifications listed in the RFP specifications. Include length of time the company has been in business and provide examples of similar past projects.

27.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1 Firm Experience (weight factor = 45%)

- Provide experience of performing work for a governmental entity similar in size to Waller County. List the previous five (5) activated contracts, to include entity name and address, contact person, phone number and email address, service(s) provided and overall contract dollar amount.
- Provide respondent's organizational chart.
- Provide office location(s) with total current number of employees.

- Provide listing of clients in the Gulf Coast area that you are currently under contract with.

Tab 2 Firm Management Plan (weight factor = 25%)
- Provide a detailed submission of your ability to manage all hazards events. List to include the services offered with a summary detailing each service.
- Provide information regarding compliance with federal rules and regulations. Provide detailed experience with federal funds on previously activated contracts.

Tab 3 Price (weight factor = 25%)
- Provide completed Exhibit A. Pricing Form.

Tab 4 Required forms and overall completeness of submission (weight factor = 5%)
- Completed forms
- Proof of insurance

28.0 EVALUATION PROCESS:

28.1 After proposal(s) are received, the evaluation committee will evaluate each proposal that was submitted by the deadline. The evaluation shall be based on the criteria listed in the proposal. Evaluation committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation of overall proposal content and its conformance to the requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the committee may recommend contract award without further discussion with respondents. However, if needed, the firms submitting the top-ranked proposal may be asked to provide an oral presentation to the committee for the purpose of further clarification and evaluation.

28.2 If oral presentation is needed, the representatives of the firm who will be directly assigned to the account must be present during the presentation. During the interview portion of the meeting, the committee shall advise the respondent of any deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The respondent may decide not to modify their proposal and may inform Waller County that the offer is firm and final.

28.3 The evaluation committee shall not disclose any information included in a firm's proposal to a third party.

28.4 After final offers are received, the evaluation committee shall re-evaluate each of the final offers, including those deemed final at the oral presentation. The final offers shall be evaluated on the same criteria used in the first evaluation.

29.0 AWARD:

The County will evaluate and select the respondent(s) whose proposal is the highest ranked on the basis of demonstrated competence and qualifications to perform the services, and for a fair and reasonable price. The County may elect to award to one firm or a primary, secondary and tertiary vendor. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners Court, prior to execution. Once awarded, the contract(s) will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

30.0 TERM OF CONTRACT:

The term of this contract is for a period of thirty-six (36) months with two (2) additional one (1) year renewal options under the same terms and conditions, if mutually agreed upon by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

31.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website, if applicable, https://sam.gov, and with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

32.0 EXHIBITS:

32.1 Exhibit A: Pricing
32.2 Exhibit B: Federal Clauses
32.3 Exhibit C: Forms

Exhibit A. Pricing Form
RFP 26-010

Vendor: ___________________________________

Provide an hourly rate for each position listed. Hourly rates to include all costs, including but not limited to, insurance, overhead and profit. Non-labor costs, including but not limited to, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses must be billed at cost without mark-up. Each transaction receipt must be provided to Waller County.

Respondent may submit additional positions with corresponding hourly rates on the form below. Respondent must attached a job descripton for each additional position submitted.

1. Consulting/Planning	
Position	**Hourly Rate**
Administrative Specialist II	
Administrative Specialist II	
Research Assistant	
Research Assistant II	
Proposal Coordinator	
Communication Technician	
Help Desk Operator	
Service Center/Logistics Specialist	
Analytical Aide	
Planning Aide	
Project Control Specialist	
Database Administrator	
Consulting Aide	
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	
System Administrator	
Law Enforcement Subject Matter Expert/Trainer	
Public Assistance/Grant Management Consultant	
Fire/HAZMAT/Subject Matter Expert Trainer	
Project Manager/Consultant Planner/Scientist/Assessor/Analyst/Environmental Specialist II	
Project Manager/Consultant Planner/Scientist/Assessor/Analyst/Environmental Specialist II	
Senior Public Assistance/Grant Management Consultant	
Senior Planner/Assessor/Scientist/Analyst	
Supervising Public Assistance Consultant	
Senior Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental	
Program Manager	
Senior Program Manager	
Principal consultant/Planner/Scientist/Assessor/Analyst	
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	
Subject Matter Expert	
FEMA Appeals Legal Specialist	
Principal FEMA Appeals Legal Specialist	
Grant Manager	
Senior Grant Writer	
Senior Grant Manager	

2. Debris Management	
Position	**Hourly Rate**
Field Project Manager	
Operations Manager	
Health and Safety Officer	
Data Manager	
GIS Analyst	
Field Supervisor	
Billing/Invoice Analyst	
Disposal Site Manager	
Collection Monitor	
Project Coordinator	
Load Tucket Entry Clerk	
Call Center Staff	

CONTRACT CLAUSES APPLICABLE TO CONTRACTS FUNDED BY FEDERAL GRANT MONEY

Waller County expects to fund a contract resulting from this RFP partially or wholly with federal grant money. These terms and conditions are additional to any contained in the RFP, and will be incorporated into a resultant contract. If there is a conflict between the Term and Conditions in the RFP and any of the conditions/requirements applicable to the expenditure of Federal funds, the below conditions/requirements shall control.

1. Remedies for Contractor Breach/Contract Violations: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

The remedies available to Waller County for a Contractor's breach will be addressed in a resultant contract. The remedies included therein are in addition to any remedies that may be available either in law or equity.

2. Termination for Cause/Convenience: Contracts in excess of $10,000 that are paid with Federal grant money, whether in whole or in part, may be terminated for cause and/or convenience by Waller County on ten (10) days' notice to the Contractor. If the Contract is terminated in accordance with this section, the County shall only be required to pay Contractor for goods and/or services rendered to the County prior to termination. If the Contract is terminated under this section, the County shall be allowed to return to Contractor any goods in accordance with Contractor's return policy. If the County has paid Contractor for goods and/or services that have not been delivered prior to termination under this section, Contractor shall immediately refund such payment(s).

3. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all Waller County contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 are deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any County purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Contractor agrees that it shall comply with such provision.

4. Davis-Bacon Act: Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, Contractor agrees that for all Waller County prime construction contracts in excess of $2,000 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors shall pay wages not less than once a week. Contractor agrees that for any purchase or Contract to which this provision applies, the award of the purchase or contract is conditioned on Contractor's acceptance of the wage determination applicable at the time of Contract execution. Waller County shall report all suspected or reported violations to the Federal awarding agency. Contractor also agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Waller County shall report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all Waller County contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement: If Waller County's Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to comply with these requirements if applicable.

7. Clean Air Act and the Federal Water Pollution Control Act: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Contractor agrees to comply with all applicable standards, orders, and/or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractor certifies that Contractor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify Waller County if Contractor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Proposers who apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

As applicable, Proposer agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Solid Waste Disposal Act: When Waller County uses Federal grant money to fund a Contract, the awarded Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services:
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or

by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Profit as Separate Element of Price: For purchases using Federal grant money in excess of the Simplified Acquisition Threshold (SAT), the County must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. Where applicable, the Contractor agrees to negotiate profit with Waller County as a separate part of its Contract in accordance with 2 CFR 200.324(b).

13. Domestic Preference for Procurements: As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purpose of this clause:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Access to Records: The Contractor agrees to provide Waller County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

15. Changes to the Contract: Either Waller County or the Contractor may make a change, modification, amendment, addendum, changer order, or constructive change to a resultant contract only by written agreement. Unless otherwise authorized by statute, the cost of any contract change, modification, amendment, addendum, changer order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable under 2 C.F.R 200.403.

16. DHS Seal, Logo, and Flags: The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

17. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government: The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

20. Affirmative Socioeconomic Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21. License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to Waller County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Waller County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Waller County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Waller County.

Contractor certifies and agrees that it shall comply with the above conditions/requirements in addition to the Terms and Conditions contained in the resultant contract.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Signature	Date
Printed Name and Title	Company Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Company Name	Date
Signature of Authorized Company Official	Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official	Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

> (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
>
> (b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

______________________________	______________________________
Company Name	Date
______________________________	______________________________
Signature of Authorized Company Official	Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

______________________ Company Name	______________________ Date
______________________ Signature of Authorized Company Official	______________________ Printed Name

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ________

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ________

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ________

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they