

*Waller County, Texas  
Request for Qualifications*



*Consulting Services for 36A Route Feasibility Study  
RFQ 26-008*

**SUBMIT SEALED PROPOSALS TO:**

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

**SUBMIT NO LATER THAN:**

Thursday, April 23, 2026  
1:00 PM (CST)

**ENVELOPE TO BE LABELED:**

RFQ 26-008  
36A route feasibility study

**ALL RQPS 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. RFQS RECEIVED WILL THEN BE OPENED AFTER DUE DATE AND NAMES PUBLICLY READ. RFQS 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, Purchasing Director, [j.kovar@wallercounty.us](mailto: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 RFQ opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

## 1.0 SCOPE OF WORK:

- 1.1 Waller County, Texas (hereafter referred to as the (“County”)) seeks Request for Qualifications (RFQ) from professional engineering consulting firms (“Contractor”) for Highway 36A route feasibility study.

## 2.0 GUIDELINES:

By virtue of submitting a response, 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 RFQ. 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. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services.
- 2.3 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.
- 2.4 When responding to this RFQ, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents (if applicable) 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 RFQ 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 RFQ other than specified herein. Unauthorized contact of any County personnel will be cause for rejection of the Respondent’s proposal. All communications regarding the RFQ shall be directed to the County’s Proposal Contact.** Communication with the Contact is permitted via email or written correspondence.

### PROPOSAL CONTACT:

Jaime Kovar  
Procurement Director

Waller County Courthouse  
836 Austin Street, Suite 4300  
Hempstead, TX 77445  
j.kovar@wallercounty.us

#### 4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, three (3) paper copies, and one (1) electronic response on a labeled flash drive are required by RFQ due date/time of **1:00 PM CST on Thursday, April 23, 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 RFQ 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 in a contract.

Waller County	Proposal Number: RFQ 26-008
County Judge's Office	Due Date: Thursday, April 23, 2026
836 Austin Street, Suite 4300	Time: 1:00 PM (CST)
Hempstead, TX 77445	For: 36A Route Feasibility Study

- 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 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

6.1 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 RFQ, the Respondent shall at once request in writing an interpretation from the County’s RFQ 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 RFQ Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Thursday, April 15, 2026 at 9:00AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this RFQ process.

6.2 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 RFQ, notice will be provided on the Waller County website. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this RFQ before submitting their proposals.

**7.0 TENTATIVE SCHEDULE:**

Release of RFQ:	April 7, 2026
Deadline for Questions:	April 15, 2026, 9:00 AM (CST)
Submission Due Date:	April 23, 2026, 1:00 PM (CST)
Evaluation of Submissions:	Week of August 27, 2025
Commissioners Court Permission to Negotiate:	May 13, 2026
Final Contract Approval Commissioners Court:	June 10, 2027

**8.0 CONTRACTUAL OBLIGATIONS:**

This Request for Qualifications, 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.

**9.0 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.

**10.0 ASSIGNMENT:**

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

**11.0 CONFIDENTIAL MATTERS:**

- 11.1 All data and information gathered by the Respondent and its agents, including this RFQ 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.
  
- 11.2 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.

**12.0 JURISDICTION, VENUE, CHOICE OF LAW:**

This RFQ 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.

**13.0 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.

**14.0 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.

**15.0 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.

**16.0 TEXAS ETHICS COMMISSION FORM 1295:**

16.1 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, RFQ 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://www.ethics.state.tx.us/File/>

16.2 On-line instructions:

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

16.2.2 Identification number use: RFQ 26-008.

16.2.3 Description is: 36A Route Feasibility Study.

16.3 Highest evaluated respondent 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.

**17.0 INSURANCE:**

17.1 All respondents shall submit, with RFQ, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFQ, 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.

17.2 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:

- 17.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 17.2.2 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.
- 17.2.3 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.
- 17.2.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 17.3 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.
- 17.4 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.

## **18.0 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.

- 18.1 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.

- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 18.6 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 arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Waller County.
- 18.7 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.

#### **19.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

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

- 19.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Respondent verifies that if it employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Respondent does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 19.2 Texas Government Code Section 2251.152 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 2253.153.

- 19.3 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 RFQ, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.
- 19.4 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 RFQ, that this certification is true, complete, and accurate; and that signatory is authorized to make this certification.

## **20.0 PRE-RFQ CONFERENCE AND SITE VISIT:**

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

## **21.0 EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this RFQ, Respondent is required to prepare their submittal in accordance with the instructions outlined herein. Submittal should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFQ. 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.

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

Tab	Title
	Title Page
	Table of Contents
	Executive Summary
1	Understanding scope of work
2	Firm experience with similar projects
3	Key personnel and technical expertise
4	Financial stability
5	Required forms and overall completeness of submission

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

21.3 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 RFQ specifications. Include length of time the company has been in business and provide examples of similar past projects.

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

Tab 1 Understanding Scope of Work (weight factor = 35%)

- Respondents must express, in detail, their understanding of this specific project and understanding the history of Highway 36A and desired goal connected to Highway 290
- Provide knowledge of Waller County growth patterns and coordination with regional plans/TxDOT, and consideration of environmental and right-of-way-constraints
- Provide the most efficient route from South end of Waller County to Hwy 290 in the North end of Waller County
- Provide methodology for traffic counts and data collection, modeling and forecasting, route alternatives analysis
- Provide ability to evaluate cost efficiency, constructability, long-term serviceability
- Provide clear performance measures (level of service (LOS), congestion, safety, etc.)

Tab 2 Firm Experience with similar projects (weight factor = 30%)

- Such experience must be in the form of providing engineering consulting services for municipal/county government and/or TX-DOT with traffic studies, route feasibility, and corridor planning. List a minimum of three (3) similar projects completed within the last ten (10) years. Provide the name and location of each project, completion date, client, and contact person with phone number and email address
- Provide demonstrated success with economical and serviceable route development
- Familiarity with rural and urban roadway systems

Tab 3 Key Personnel & Technical Expertise (weight factor = 20%)

- List the key personnel and provide their role(s) for this project
- Include an organizational chart of the proposed team, specifying the names and roles
- Provide resumes of staff members assigned to specific areas of experience and relevant staff experience

Tab 4 Financial Stability (weight factor = 10%)

- Provide accurate responses to the following questions:
  - a. Has your Company ever failed to complete any work awarded to it?
  - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?
  - c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.

Tab 5 Required forms and overall completeness of submission (weight factor = 5%)

- Completed W9 Form
- Proof of insurance
- Miscellaneous forms

**22.0 AWARD:**

The County will evaluate and select the respondent whose proposal is the highest ranked and responsible for the County. 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 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.

**23.0 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/>.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://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.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	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.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> 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) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	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 . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	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.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**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.

## 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.

<b>Sign Here</b>	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](http://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



## **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