



Request for Proposal: 24MCO628 Hazard Mitigation Plan Development

Date Required: May 30, 2024

Time Required: 10:00am (CST)

1. INTRODUCTION

Midland County, hereafter called County, invites sealed proposals from interested qualified contractor, hereinafter called Vendors, with expertise in hazard mitigation planning for the development of a Federal Emergency Management Agency (FEMA) approved multijurisdictional hazard mitigation plan (MJHMP), under the Hazard Mitigation Grant Program (HMGP). The following pages provide general information about the requirements and specifications for the package.

This request for proposal (RFP) is part of a competitive procurement process which provides qualified Vendors with a fair opportunity for their commodities and services to be considered, and to provide information concerning their expertise and experience in providing similar services to other customers. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship. Vendors with relevant experience and qualifications are encouraged to submit their proposal.

The following instructions should be followed:

- Please respond specifically to all information requested in this Request for Proposals or indicate on an attached form why no response is given.
- Please limit response to relevant material; additional information must be submitted in the form of an attachment or appendix.
- Identify the question being answered in the introduction to each response.
- After release of this solicitation, Vendor's contact regarding this RFP with members of the RFP evaluation, interview or selection panels, and employees or officials of the County, other than the Purchasing Manager or Purchasing Staff, is prohibited and may result in disqualification from this procurement process. No officer, employee, agent, or representative of the Vendor shall have any contact or discussion, verbal or written, with any members of the participating agencies' governing bodies, members of the RFP evaluation, interview, or selection panels, agency staff, or directly or indirectly through others, seek to influence any participating agency governing body member or staff regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Vendor violates the foregoing prohibition by contacting any of the above-listed parties with whom contact is not authorized, such contact may result in the Vendor being disqualified from the procurement process.

2. SUMMARY OF RFP TIMELINE

| | |
|--------------------|--|
| April 19, 2024 | RFP distributed |
| May 09, 2024 | Last day to submit questions |
| May 30, 2024 | Proposals due by 10:00 |
| June 03, 2024 | Presentation interview schedules sent to responsive bidders |
| June 10 - 14, 2024 | Responsive bidders conduct presentation interviews to Evaluation Committee |
| June 25, 2024 | Evaluation Committee final selection deadline |
| July 02, 2024 | County Commissioner's Court approval |

3. SUBMISSION INSTRUCTIONS TO PARTICIPATING VENDORS

3.1 Submission Location:

All responses should be submitted by hand delivery or mail carrier in a sealed envelope, marked on the outside with the proposal number and name of Vendor. Facsimile and electronically transmitted proposals will not be accepted.

All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

Midland County Purchasing Department
Midland County Courthouse
Attention: Kristy Engeldahl, Purchasing Agent
500 N. Loraine Street, Suite 1101
Midland, Texas 79701

3.2 Documentation Submission:

The Vendor must submit all required documentation. Failure to provide the requested information may result in rejection of the proposal.

3.3 Altercation of Proposal:

A proposal may be altered, modified, or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications, or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified, or amended after the submission deadline.

3.4 Questions / Corrections / Changes:

3.4.1 If further information is required, please contact the County Purchasing Department. All requests for information must be submitted in writing and may be faxed to 432-688-4914 or e-mailed to pur103@co.midland.tx.us. All questions should be submitted on or before **5:00pm CST on Friday, May 09, 2024**. Questions received after said date and time will not receive a response.

3.4.2 Any interpretation, correction, or change of the RFP will be made by an addendum. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda. Addenda will be issued as expeditiously as possible. It will

be the responsibility of all Vendors to contact the Purchasing Department prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and or all addenda(s), execute them, and return addenda with the response to the RFP. Addenda will be posted to the Midland County website at www.co.midland.tx.us.

3.5 Copies and Receipt:

3.5.1 Please submit one (1) original, one (1) copy, and an electronic copy on USB drive of the proposal. Original SIGNED AND / OR NOTARIZED Exhibits, listed in section 7.8 of this RFP must be included. Please note that if no Proposal Affidavit is included, the response will be rejected.

3.5.2 Responses must be received by **10:00am CST on Thursday, May 30, 2024**. Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent's office is the official time piece for this submission. If interested, Vendors may use mail or express systems to deliver their proposal to the Purchasing Department; they should ensure that they are tendered to the carrier in plenty of time to reach the Purchasing Department by the time and date required.

3.6 Withdrawal:

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

3.7 Silence of Specifications:

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.8 Confidentiality:

3.8.1 Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at **10:05am CST on Thursday, May 30, 2024**, in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

3.8.2 Vendors are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

3.9 Law Governing:

The County acknowledges this award must comply with terms, conditions, and requirements of the federal Hazard Mitigation Grant Program (HMGP) from which the project will be funded, in whole, or part, and including other guidance amended or promulgated by the governing authority.

4. RIGHTS OF THE CONTRACTING AUTHORITY

4.1 RFP Withdrawal / Termination

Midland County reserves the right to withdraw this RFP at any time and for any reason. The County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by the County or submission of a proposal to the County confers no rights upon the Vendor nor obligates the County in any manner.

4.2 Information Request / Right to Reject

Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including presentations/demonstrations. The County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of the County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to the County.

4.3 Negotiations

The County has the flexibility to negotiate with interested Vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with Vendors in a hierarchal order, starting with the Vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in writing, end with that Vendor and proceed to move to the second Vendor, and so forth until a contract is negotiated.

4.4 Oral Commitment:

Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a Vendor and any Midland County personnel or official are not binding on Midland County.

4.5 Waiver of Claims:

Submission of a proposal indicates Vendor's acceptance of the evaluation technique and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification.

4.6 Selection Criteria:

The County will award the Vendor that submits a bid which represents the "best value" to the County. The best value shall not be based solely upon price, but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. Failure to include any sections and requirements of the proposal will result in that proposal being deemed nonresponsive. Only Vendors with proposals that are deemed responsive to this RFP will be allowed presentation interviews. The County reserves the right to waive the presentation interview process and evaluate Vendors based on the entirety of their proposals before or prior to presentation interviews.

After proposals are opened and evaluated for responsiveness, presentation interview meetings with responsive Vendors will be scheduled. These presentations will be given to the RFP Evaluation Committee. The Evaluation Committee will consist of two employees from each of the participating Hazard Mitigation Plan jurisdictions. The Committee will review and score responsive proposals. During the scoring process, the Evaluation Committee may contact the Vendor's references, or any other sources deemed relevant by the Evaluation Committee as part of their review of the Vendor's qualifications to perform the requested services or work.

Presentation Interviews: The presentation interviews will be conducted during the week of June 10 - 14, 2024. The County will contact each Vendor to schedule presentation interviews by no later than June 03, 2024. Presentation interviews will give responsive Vendors the opportunity to discuss in more detail their company's qualifications, experience, proposed work plan, and fee proposal. The presentation shall consist of a presentation of up to thirty minutes and include the person who will be the project manager of this contract, followed by approximately thirty minutes of questions and answers. Audio/visual aids may be used. The Committee may record interviews.

Vendors will then be evaluated by the criteria and point system. After evaluation of the proposals, further negotiation with the selected Vendor may be pursued leading to the award of a contract, if suitable proposals are received.

Written proposals and interviews will be evaluated based on the following criteria:

| CRITERIA | MAXIMUM POINTS |
|-----------------------------|-----------------------|
| Professional Qualifications | 20 points |
| Relevant Experience | 30 points |
| Proposed Scope of Work | 30 points |
| Proposed Project Cost | 20 points |
| TOTAL MAXIMUM POINTS | 100 |

4.7 Status of Independent Contract:

The Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities, or obligations on behalf of the County, without prior written consent of the County.

4.8 Partial Invalidity:

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.9 Contract Term:

This contract will last for the duration of the hazard mitigation planning process, until FEMA has approved such plan, unless either the County or Vendor provides a 60-day notice to cancel.

4.10 Contract Termination and Cancellation Circumstances:

Non-performance of the Vendor in terms of specifications or noncompliance with the terms of this contract shall be the basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Vendor with the understanding that

all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Vendor may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

The County reserves the right to pursue reasonable costs, fees, expenses, and other amounts or damages available to the County under the contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at the Vendor's request or if the County terminates the contract for cause.

4.11 Assignment:

The Vendor shall not sell, assign transfer, or convey this contract in whole or in part, without the prior written consent of the County.

4.12 Remedies:

The successful Vendor and Midland County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.13 Venue:

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas Government Code 2009.002 and 783.005 for the purpose of any lawsuit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

4.14 Funding Contingency:

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of the Federal government and Midland County. If sufficient funding or authority is not made available, the contract shall become null and void.

4.15 Business Change Disclosure:

The Vendor shall immediately disclose any knowledge of a business change (i.e., name change, change in ownership, etc.) that will take place during the duration of this contract.

5. ADDITIONAL INFORMATION / REQUIREMENTS

5.1 Proposal Costs:

All costs associated with the preparation or submittal of proposals shall be borne by the Vendor, and no cost shall be sustained by Midland County.

5.2 Federal Tax Exemption:

Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

5.3 Ordinances and Permits:

The Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local codes, ordinances, and laws.

5.4 Invoices:

The awarded Vendor shall mail the invoice to P.O. Box 421, Midland, Texas 79702 and should cite the applicable Purchase Order Number. Any and all notices or other communications required or permitted by any contract awarded as a result of this RFP shall be served on or

given to Midland County, in writing, by personal delivery to the Purchasing Agent of Midland County, Texas, or by deposit with the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Midland County Purchasing Agent 500 N. Loraine Suite 1101 Midland, TX 79701, or at such other address as may have been specified by written notice to Vendor.

5.5 Insurance:

The awarded Vendor will maintain such insurance that will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any subcontractor, or anyone directly or indirectly employed by either of them. Current certificates of insurance shall be furnished to Midland County and shall show all applicable coverage(s). Any subcontractor must adhere to the same requirements listed above and below (with the exception of a pollution liability policy, if required).

Required Insurance:

General Liability:

- \$1,000,000 – Each Occurrence
- \$1,000,000 – General Aggregate
- \$1,000,000 – Personal & Advertising Injury
- \$1,000,000 – Products/Completed Operations – Aggregate
- \$5,000 – Premises Medical Expense
- \$500,000 – Damage to Rented Premises (each occurrence)

Commercial Automobile Liability:

- \$1,000,000.00 – Each Occurrence

Workers' Compensation:

- \$1,000,000 – Employers Liability – Each Accident
- \$1,000,000 – Employers Liability – Each Employee
- \$1,000,000 – Employers Liability – Disease – Policy Limit

Professional Services Liability

- \$1,000,000.00 – Limit for Errors & Omissions

Midland County will require the awarded Vendor to name Midland County as an additional insured for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not on a blanket basis, please send a copy of the actual endorsements prior to commencement of any work. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

6. SPECIFICATIONS

6.1 Purpose:

A hazard mitigation plan identifies risks and vulnerabilities associated with disasters and develops strategies to reduce or eliminate long-term risk, in accordance with Code of Federal

Regulations (CFR) Title 44 section 201.06 for Local Governments. The County does not have a multijurisdictional hazard mitigation plan (MJHMP) and has been approved with FEMA for HMGP funds to aid the County in development of a MJHMP.

The County wishes to secure the services of a qualified Vendor to create the MJHMP that complies with FEMA and the Texas Division of Emergency Management (TDEM) guidelines for mitigation planning. The MJHMP will include Midland County and 5 participating agencies within Midland County (6 agencies total).

The MJHMP shall be completed by no later than 271 days from the project start date and must result in a TDEM and FEMA approved mitigation plan, adopted by the participating agencies, no later than 720 days from the project start date.

6.2 Scope of Services:

6.2.1 Vendor Expectations:

The Vendor shall coordinate and prepare the MJHMP on behalf of all participating agencies in accordance with FEMA planning requirements per the following rules, regulations, and guidance:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288), as amended by the Disaster Mitigation Act of 2000
- Code of Federal Regulations – Title 44, Chapter 1, Part 201 (§201.6: Local Mitigation Plans)
- FEMA’s Local Mitigation Planning Handbook, most current revision
- FEMA’s Local Mitigation Plan Review Guide, most current revision

The Vendor will be required to track all hours and costs to facilitate FEMA reimbursement for the County, as applicable, in accordance with State and Federal law, including but not limited to, 2CFR§200 and 44CFR§207. Timesheets will include specific descriptions of tasks performed and results achieved. Progress documentation, detailed invoices, etc. are required to be submitted to the County monthly, if not sooner, unless the County has waived this requirement, in writing.

6.2.2 Planning Process:

The Vendor shall work with each participating agency to appoint a Local Planning Team (herein referred to as the LPT). The Vendor shall work with the LPT to: hold public hearings, meetings, and/or workshops during the plan development period; solicit input regarding the feasibility of the potential mitigation measures for each hazard and the prioritization of mitigation projects, and review the final draft of the plan goals, strategies, and proposed mitigation actions. A draft capabilities assessment will be prepared by the Vendor for review and approval as part of the planning process.

The Vendor shall prepare for and facilitate at least four (4) LPT meetings. The meetings will be strategically held throughout the duration of the project to gain valuable input and keep them apprised of project progress. The proposed meetings should cover, at minimum, the following key items.

- 6.2.2.1. Meeting 1: Kickoff introduction and overview of the plan development process, including descriptions of individual roles and responsibilities of participants and the LPT. Facilitate initial hazard identification, needs assessments, and other data collection efforts to capture early input and ideas on all aspects of the plan development process. Solicit input on the draft public outreach strategy.
- 6.2.2.2. Meeting 2: Present and discuss public outreach, data collection, analysis efforts, and risk assessments, including hazard profiles, map figures, and vulnerability analysis. Share results of the capability assessment and capture additional input or make adjustments as required. Establish draft vision and goal statements for the plan based on the results of the risk and capability assessments and the public input received to date. Begin to review and discuss specific hazard mitigation actions for the Town to consider as part of its overall mitigation strategy.
- 6.2.2.3. Meeting 3: Present initial draft plan. Review and discuss initial listing possible mitigation actions, assuring that specific hazard vulnerabilities or other hazard-related problems identified in the risk assessment are addressed. Review updated summary of public input received to date, particularly as related to hazard risks or mitigation needs/activities. Begin drafting mitigation action plans that align with established goal statements and specify required implementation procedures that include prioritizing, scheduling, and assigning resources and responsibilities for carrying each identified action out. Solicit initial input on plan maintenance procedures.
- 6.2.2.4. Meeting 4: Present and discuss final draft plan document. Review and make final updates or revisions as required for committee approval and submission of final plan to MEMA and FEMA for their review.

The Vendor shall provide meeting materials (sign-in sheet, agenda, and PowerPoint presentation, etc.), a facilitator, and meeting minutes for each meeting necessary to produce a plan. The Vendor should propose a meeting schedule and the number of meetings needed to fulfill the tasks in the RFP. The Contractor should consider in the budget how many meetings will be needed with key stakeholders to review the planning process, hazard extents, history, and potential losses, and to determine mitigation goals and objectives, and review mitigation measures.

The Vendor shall coordinate and solicit public involvement to capture community input and educate the public. This may include multiple sessions for public input and review, written and oral comments, online surveys, media releases and specific outreach to key stakeholders and communities. The Vendor shall include in their proposal an intended outreach plan, which meets the FEMA requirements. The Vendor will provide to the County all needed materials for the proposed outreach plan, including, but not limited to: outreach language, coordination of meeting dates, plan progress, printed draft copies of the plan if in public open sessions, and a digital copy to display on each participating agencies' website for public involvement purposes.

Outreach will include local government input and will focus on educating the public on the development process and identifying community concerns. When a final draft is

developed, the public will be invited to review and provide comments on the current draft. Public comments will be incorporated as appropriate by the Vendor.

Note: For security reasons, all sensitive critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

6.2.3 Risk Assessment / Vulnerability Assessment:

The objective of this task is to develop an overall summary of the County's vulnerability to and potential impacts of each hazard. The Vendor shall work with the LPT to identify the types and count of structures at risk including, but not limited to: critical facilities, infrastructure elements, and relevant assets.

The Vendor shall use data collected to prioritize the hazards associated with Midland County. The hazards will be prioritized based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, probability of location, funding, and mitigation abilities.

All hazard maps and data will be generated by the Vendor. Final maps and data will be provided to participating agencies in ArcGIS supported GIS format along with other easily viewed forms. FEMA's Hazus (computer program from FEMA that estimates potential losses during a disaster) will be used to generate vulnerability assessments and losses for the highest risk hazards for Midland County. This task will develop a parcel-level inventory of vulnerable structures.

6.2.4 Hazard Mitigation Plan Adoption and Approval:

The Vendor shall provide all required content for development of the final MJHMP plan for submittal to TDEM and FEMA for review. The Vendor will also compile and include supporting documentation (e.g., official resolution) as part of the final MJHMP, and will then complete the FEMA Crosswalk Reference Document and submit it to both TDEM and FEMA for final approval.

If the final MJHMP does not receive FEMA approval after TDEM and FEMA review has been completed, the Vendor will review FEMA "required revision" comments provided in the Crosswalk Reference Document and perform all "required" follow-on tasks to append and finalize the MJHMP for FEMA approval. Midland County will take the lead on incorporating "recommended revision" comments, which are NOT required for approval, into the FINAL MJHMP.

The Vendor will prepare an editable template Board and/or Council report and an executive summary that highlights high threat risks and recommended mitigation projects and programs. The template presentation will be for each participating agency to use for their elected body approval process. The Vendor will be available for questions at the County Commissioner's Court meeting (this can be via teleconference). The Vendor will collect and put together each participating agency's proof of elected body approval and submit this final documentation to FEMA to finalize the MJHMP.

- 6.2.4.1. Vendor shall provide ten (10) hard copies (hard bound with tabs) and ten (10) electronic copies (USB Drives with one (1) Word Format and one (1) PDF Format) of the final FEMA and Board approved MJHMP.
- 6.2.4.2. All mapping and data developed as part of the planning process will be considered the property of the County and the participating agencies.
- 6.2.4.3. All finalized content will be provided to the County in an editable electronic format for future planning endeavors.
- 6.2.4.4. All final maps and data will be provided to participating agencies in ArcGIS supported GIS format.
- 6.2.4.5. Vendor shall provide any copies that are required for submittal to TDEM and FEMA.

7. PROPOSAL FORMAT

Proposals should demonstrate capability and expertise to prepare FEMA applications and implement project management services in an effective and timely manner. This should include the ability to properly document all work conducted from a project management standpoint, coordinate with partner agencies and others as needed, conduct grant documentation and project management work in a cost-effective manner, and readiness to mobilize and begin work.

Proposals must be submitted in the following format. Non-conforming proposals will not be considered. Each section shall be clearly marked with either tabs or sections, which correspond to the sections below. In the event any of the sections below do not apply, Proposers shall indicate "Not Applicable" in response thereto.

7.1 Cover Letter:

- 7.1.1 The cover letter must include the RFP subject, proposer's company name, address, and telephone number, as well as the name and email address of a designated contact individual. The email address provided must be available to receive service of any notices sent regarding this RFP.

7.2 Professional Qualifications:

7.2.1 Company Overview

- 7.2.1.1 State the full name and address of the company and history of the company, indicating founding date and how long the company has provided hazard mitigation preparation consultant services. Indicate whether it operates as an individual, partnership, or corporation. If applicable, list the branch office or other subsidiary element that will perform, or assist in performing, the work. If the company has a permanent office within the Permian Basin area, indicate the name, type, address, telephone number and number of employees in such office. Include a discussion of any recent or proposed changes in management or ownership, and name(s) and address(es) of any parent or subsidiary companies. If a corporation, include whether it is licensed to operate in the State of Texas.

7.2.2 Qualifications

- 7.2.2.1 Include the name of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify

only individuals who will do the work on this project by name and title. Brief resumes and qualifications are required for all proposed project personnel, including all subcontractors, if any.

7.2.3 Subcontractors

7.2.3.1. If the company will be using subcontractors to perform some or all the work, the name(s) and address(es) of these subcontractors must be included, along with a description of which portion of the work or service they will perform. Said information shall be provided as an attachment, named as "Subcontractor List".

7.2.3.2. If the company is part of a joint venture, one legal entity must be designated as the Primary company. All other participants shall be considered subcontractors.

7.2.3.3. If the awarded Vendor uses subcontractors, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used. See EXHIBIT G for contact assistance and requirements.

7.3 Relevant Experience:

7.3.1 The proposal must include past relevant experience as it relates to the requested work for the company and individuals involved in the project.

7.3.2 Include a list of at least five (5) existing or previous clients, including publicly funded agencies and federally funded plans created, and agency name(s), phone number(s), contact person(s), and description of the work performed. Be sure to indicate any previous experience with Midland County.

7.4 Proposed Scope of Work:

7.4.1 Provide a detailed and comprehensive description of how the scope of work will be performed, as indicated in the Scope of Services section of this RFP. This plan shall include, but not be limited to:

7.4.1.1. How the project(s) will be managed and scheduled. Include a complete calendar and work plan.

7.4.1.2. How and when data will be delivered to the County.

7.4.1.3. How you will communicate and coordinate with the County and participants.

7.4.1.4. The company's general philosophy regarding providing the requested services.

7.4.1.5. A description of readiness to begin work following award approval (timeframe, in days, when company can start work) and the minimum notice required to guarantee availability.

Note: Proposals submitted without a concise scope of work will not be considered; copies of the proposal will not be accepted as a scope of work. Vendors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

7.5 Proposed Project Cost:

Vendors are responsible for ensuring that all costs are set forth in this section. Failure to properly calculate costs or include additional costs will not be a basis for re-negotiation of the compensation for the winning bid.

7.5.1 Fee: The proposed fee for the entirety of all services proposed in the technical proposal, including but not limited to travel, meetings, telephone, postage, and reproduction.

- 7.5.1.1. Fee Breakdown: A breakdown of the professional service fees by each task and sub-task.
- 7.5.1.2. Hourly Rates: The hourly rates to be charged by the Vendor for services performed by each team member.
- 7.5.1.3. Allowances: Allowances for work elements such as additional meetings or surveys that the County may also want to include shall be itemized separately. These optional work elements are to be broken out separately and not included in their proposed fee.
- 7.5.1.4. Price Assurance: Consultants must agree to honor price quotes for 120 days.
- 7.6 Information / Assistance from the County:
Provide a written list of any information, access, or assistance you will expect or need from the County to complete the work or services within the given timeframe.
- 7.7 Acknowledgment of Addenda:
7.7.1 Provide an acknowledgment of any addenda issued for this RFP, if applicable.
- 7.8 Required Attachments:
 - 7.8.1 *Certificate of Insurance – EXHIBIT A*
 - 7.8.2 *Company Affidavit – EXHIBIT B*
 - 7.8.3 *Federal and State of Texas Required Contract Clauses – EXHIBIT C*
 - 7.8.4 *Byrd Anti-Lobbying Amendment Certification – EXHIBIT D*
 - 7.8.5 *Child Support Obligation Certification – EXHIBIT E*
 - 7.8.6 *System for Award Management (SAM) – EXHIBIT F*

| SUMMARY OF BID PROPOSAL SUBMISSION FORMAT | |
|--|---|
| 1. | Cover Letter (Section 7.1) |
| 2. | Professional Qualifications (Section 7.2) |
| 3. | Relevant Experience (Section 7.3) |
| 4. | Proposed Scope of Work (Section 6.2, Section 7.4) |
| 5. | Proposed Project Cost (Section 7.5) |
| 6. | Information / Assistance from the County (Section 7.6) |
| 7. | Acknowledgement of Addenda – IF ANY (Section 3.4.2, Section 7.7) |
| 8. | Required Attachments: |
| a. | Certificate of Insurance (Section 5.5, Section 7.8.1, EXHIBIT A) |
| b. | Company Affidavit (Section 3.5.1, Section 7.8.2, EXHIBIT B) |
| c. | Federal and State of Texas Required Contract Clauses (Section 7.8.3, EXHIBIT C) |
| d. | Byrd Anti-Lobbying Amendment Certification (Section 7.8.4 EXHIBIT D) |
| e. | Child Support Obligation Certification (Section 7.8.5 EXHIBIT E) |
| f. | System for Award Management (SAM) (Section 7.8.7 EXHIBIT F) |

EXHIBIT A
CERTIFICATE OF INSURANCE
Acord Form

Insert Certificate of Insurance per the insurance requirements listed in Section 5.5 of the RFP.

|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) VOID | | |
|--|---|---|---------------|--|-------------------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | |
| PRODUCER: VOID | | CONTACT NAME: VOID | | | | |
| | | PHONE (A/C, No. Ext): | | FAX (A/C, No.): | | |
| | | E-MAIL ADDRESS: | | | | |
| | | (INSURER(S) AFFORDING COVERAGE) | | NAIC # | | |
| INSURED: VOID | | INSURER A: VOID | | | | |
| | | INSURER B: | | | | |
| | | INSURER C: | | | | |
| | | INSURER D: | | | | |
| | | INSURER E: | | | | |
| | | INSURER F: | | | | |
| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDRESS (INSR / A/C) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | VOID | | | EACH OCCURRENCE \$ VOID DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | VOID | | | NUMBERED SINGLE LIMIT (Ea accident) \$ VOID BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | VOID | | | EACH OCCURRENCE \$ VOID AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | VOID | | | <input type="checkbox"/> EMP STATE <input type="checkbox"/> OTHER VOID EL EMP ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY/LIMIT \$ |
| | | | VOID | | | VOID |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) | | | | | | |
| VOID | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | |
| VOID | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| VOID | | | | AUTHORIZED REPRESENTATIVE | | |
| VOID | | | | | | |
| VOID | | | | | | |

**EXHIBIT B
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Type of business organization (corporation, LLC, partnership, proprietorship)

Address _____

County, State, Zip _____

NOTARY ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

Before me, the undersigned personally appeared _____, an officer of _____, known to me to be the person and official whose name is subscribed to this instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 202__

Notary Public

**EXHIBIT C
FEDERAL AND STATE OF TEXAS REQUIRED CONTRACT CLAUSES
CONTRACTS FUNDED BY U.S. FEDERAL GRANTS**

**INSTRUCTIONS
FOR VENDORS**

**Please initial
each
requirement to
acknowledge
compliance.**

***Note that
additional
documents may
also be
required.**

The following Federal and State of Texas mandated clauses are included with the Request for Proposal document when any portion of the procurement is funded by a Federal Government Grant. Any Vendor that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for the award.

The County hereby certifies compliance with the e-CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

Moreover, the contract resulting from an award of this RFP shall include these provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II which are hereby incorporated into and form a part of the Terms and Conditions of the Contract.

1. ACCESS TO RECORDS / RECORDS KEEPING (DHS STANDARD TERMS & CONDITIONS (2023), DISASTER RECOVERY REFORM ACT OF 2018 SECTION 1225, 2 CFR 200.SUBPART F)

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

Vendor represents and warrants its compliance with maintaining full, complete, and accurate records with respect to all matters covered. All such records shall be prepared in accordance with Generally Accepted Accounting Principles, shall be clearly identified, and shall be kept readily accessible.

2. AMERICAN DISABILITIES ACT (42 U.S.C. 12101, ET SEQ, 28 CFR 35.130)

The successful Vendor will be required to comply with the Americans with Disabilities Act (ADA) and with all provisions of federal, state, county, and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap, or national origin.

Services provided by successful Vendor, including all public meetings (e.g., advisory committee meetings, public hearings, and board meetings) must comply with all applicable ADA accessibility.

3. BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Vendors that apply or bid for an award exceeding \$100,000 must certify that the Vendor has not used and will not use 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 any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. Vendor acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance with the expenditure

1. _____

2. _____

3. _____

**EXHIBIT C
FEDERAL AND STATE OF TEXAS REQUIRED CONTRACT CLAUSES**

prohibition and the declaration requirement.

*The required certification form, EXHIBIT D, is included in the proposal documents. Bids or offers exceeding \$100,000 that are not accompanied by a completed certification will be rejected as nonresponsive.

4. CHILD SUPPORT OBLIGATION (TEXAS FAMILY CODE 231.006 and 231.302)

Under Section 231.006 of the Texas Family Code, the Vendor shall certify that the individual or business entity named in this bid application, where person(s) own at least a 25% interest, are not 30 days or more delinquent in paying child support. Vendor acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

*The required certification form, EXHIBIT E, must be included in the proposal submittal. Social Security number(s) of owner(s). shall only be required if Vendor is selected for the award. Bids or offers that are not accompanied by a completed certification will be rejected as nonresponsive.

5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR 200 APPENDIX II (G))

Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds \$150,000, the Vendor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Vendor acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance.

6. COMPLIANCE WITH LAWS, REGULATIONS AND EXECUTIVE ORDERS (2 CFR 200.300, 200.302, 200.303, 200.318)

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Award must comply with terms, conditions, and requirements of the federal Hazard Mitigation Grant Program (HMGP) from which the project will be funded, in whole, or part, and including other laws, regulations, rules, and guidance promulgated by the County, State of Texas, and the U.S. Government. Vendor agrees to follow all local, state, and federal laws.

7. CONFLICT OF INTEREST (2 CFR 200.112, TEX GOVT CODE 2254.032; TEX LOCAL GOVT CODE CHAPTER 176; TEX ATTY GEN OP NO JC-0484 (2002))

Pursuant to 2 CFR 200.112, Vendor acknowledges it must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity.

4. _____

5. _____

6. _____

7. _____

**EXHIBIT C
FEDERAL AND STATE OF TEXAS REQUIRED CONTRACT CLAUSES**

8. CONTRACT OVERSIGHT (2 CFR 200.318(b); TEX. GOVT CODE 783.005)

The County Office of Emergency Management shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between Midland County Commissioner's Court and the successful bidder.

Vendor represents and warrants that it will maintain oversight to ensure that it will perform in accordance with the terms, conditions, and specifications of the contract.

8. _____

9. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR 200.321)

If the Vendor uses subcontracts, the Vendor must take all necessary affirmative 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.

9. _____

10. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d).

10. _____

11. CYBERSECURITY TRAINING PROGRAM (TEX GOVT CODE 2054.5191 & 2054.5193)

Vendor represents and warrants if access is granted to any local computer system(s) or database(s), it will be compliant with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. _____

If Vendor has access to any state computer system or database, Vendor shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

12. DEBARMENT, SUSPENSION, AND VOLUNTARY EXCLUSION (2 CFR 200 APPENDIX II; EXECUTIVE ORDERS 12549 AND 12689; TEX GOVT CODE 783.005)

Vendor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the Excluded Parties List System (EPLS) in the System for Award Management (SAM) maintained by the General Services Administration.

12. _____

Vendor shall verify that all subcontractors performing work under a resulting contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Vendor must submit documentation to the County on the current SAM status of each subcontractor.

*Vendor must provide a printout of SAM registration and current status as EXHIBIT F. Status must be re-verified prior to award.

13. DHS SEAL, LOGO, AND FLAGS (DHS STANDARD TERMS AND CONDITIONS: VERSION 8.1 (2018))

Vendor represents and warrants they shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA / FTA pre-approval. The contractor shall include this provision in any subcontracts.

13. _____

**EXHIBIT C
FEDERAL AND STATE OF TEXAS REQUIRED CONTRACT CLAUSES**

14. DISCLOSURE OF INTERSTED PARTIES FORM 1295 (TEX GOVT CODE 2252.908)

14. _____

The awarded bidder who enters into an agreement with the County, meeting the conditions according to Texas Local Government Code Section 2252.908, agrees to comply with required submittal of Form 1295 with Texas Ethics Commission. This form is not required unless there is an agreement between the vendor and the County, and the vendor meets the conditions in the referenced code. Do not submit this form unless you receive an award letter from the County.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

15. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW (2 CFR 200.113)

15. _____

Vendor represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management.

16. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS (TEX GOVT CODE 2252.906)

16. _____

Vendor represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

17. ENERGY EFFICIENCY (42 U.S.C. 6201, 2 CFR 200 APPENDIX II (H))

17. _____

Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

18. EXCLUDED PARTIES (EXECUTIVE ORDER NO. 13224)

18. _____

Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *“Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

19. INDEMNIFICATION (TEX CONST ART VIII 6; TEX GOVT CODE 2254.0031)

19. _____

Vendor shall defend, indemnify, and hold harmless the State of Texas and the County, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Vendor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontracts in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Vendor with the office of the Texas Attorney General when Texas State Agencies are named defendants in any lawsuit and Vendor may not agree to any settlement without first obtaining the concurrence from the Office of the Texas Attorney General. Vendor and the County agree to furnish timely written notice to each other of any such claim.

20. LOBBYING EXPENDITURE RESTRICTION (TEX GOVT CODE 403.1067, 556.0055)

20. _____

Vendor represents and warrants that the County’s payments to Vendor and Vendor’s receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**EXHIBIT C
FEDERAL AND STATE OF TEXAS REQUIRED CONTRACT CLAUSES**

21. NO OBLIGATION BY FEDERAL GOVERNMENT TO THIRD PARTIES (2 CFR 200.318(K), 31 U.S.C. CHAPTER 38)

21. _____

The County and Vendor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

22. NO WAIVER OF SOVEREIGN IMMUNITY (U.S. CONST. AMEND. XI)

22. _____

The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the County or the State of Texas of any immunities from suit or from liability that the County or the State of Texas may have by operation of law.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

23. _____

Vendor 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 procurement 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 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.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (31 U.S.C. 38)

24. _____

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor and any subcontractor's actions pertaining to any awarded contract.

25. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR PART 200 APPENDIX II(I) AND 2 CFR 200.216)

25. _____

The Vendor acknowledges that as a third-party grant recipient, Vendor is prohibited from obligating or expending funds received to:

- 25.1. Procure or obtain;
- 25.2. Extend or renew a contract to procure or obtain; or
- 25.3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 25.3.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**EXHIBIT C
FEDERAL AND STATE OF TEXAS REQUIRED CONTRACT CLAUSES**

- 25.3.2. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 25.3.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

26. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (TEX GOVT CODE 2276.002)

26. _____

If Vendor is a "Company", as that term is defined in Section 809.001 of the Texas Government Code and is not a sole proprietorship, then Vendor certifies and verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

27. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL (TEX GOVT CODE 2271.002)

27. _____

State law requires certification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

28. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (TEX GOVT CODE 2274.001)

28. _____

If Vendor is entity qualified under this statute, Vendor hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

29. RECORDS RETENTION (2 CFR PART 200.333)

29. _____

Vendor represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. The County reserves the right to direct a Vendor to retain documents for a longer period of time or transfer certain records to the County custody when it is determined the records possess longer term retention value. Vendor must include the substance of this clause in all subawards and subcontracts.

Records shall be maintained for five (5) years after the termination of the contract, including any extensions.

30. REMEDIES FOR NONPERFORMANCE (2 CFR PART 200 APPENDIX II)

30. _____

If Vendor fails to comply with any requirement of the contract, County may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to Vendor, may revoke any prior acceptance, may require Vendor to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against Vendor under the contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Agency as an agency of the State of Texas or otherwise available to Agency. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or

EXHIBIT C
FEDERAL AND STATE OF TEXAS REQUIRED CONTRACT CLAUSES

immunities detailed in the contract or otherwise available to Agency by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. TEXAS OPEN MEETINGS (TEX GOVT CODE 551.002)

31. _____

If the Vendor is required by the grant or the scope of work to hold public meetings for the required work, Vendor represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

32. TEXAS PUBLIC INFORMATION ACT (TEX GOVT CODE CHAPTER 552; TEX GOVT CODE 2252.907)

32. _____

Vendor understands that the County will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the County pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the County.

EXHIBIT D
BYRD ANTI-LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000.00)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of paragraph 1 and 2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C § 3801 et seq., apply to this certification and disclosure, if any.

| | |
|--|------|
| | |
| Contractor Organization | |
| Printed Name and Title of Contractor's Authorized Representative | |
| Signature of Contractor's Authorized Official | Date |

*IF CONTRACT IS SUBCONTRACTED, SUBCONTRACTOR IS ALSO REQUIRED TO SUBMIT CERTIFICATION

DISCLOSURE OF LOBBYING ACTIVITES

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Items 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). In Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Items 4 or 5.
10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with.
15. Check whether a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**EXHIBIT E
CHILD SUPPORT OBLIGATION CERTIFICATION**

As per Section 231.006, Texas Family Code, as amended by Section 82 of H.B. 433, 74th Legislature, R.S. (Acts 1995, 74th Leg., R.S., ch. 751), all bidders must complete and submit with the bid the following affidavit.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from federal or state funds under a contract to provide property, materials, or services.
2. A child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until:
 - a. All arrearages have been paid;
 - b. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
 - c. The court of continuing jurisdiction over the child support order has granted the obligor an exemption.

The information collected on this form will be maintained by Midland County. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

The undersigned signatories each certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether individual, sole proprietor, partnership, corporation, or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the undersigned signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

| Printed Name | Ownership (by %) | Social Security Number | Signature |
|--------------|------------------|------------------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*IF CONTRACT IS SUBCONTRACTED, SUBCONTRACTOR IS ALSO REQUIRED TO SUBMIT CERTIFICATION

EXHIBIT F
SYSTEM FOR AWARD MANAGEMENT (SAM)

INSERT printout of SAM registration and current status for company name and company principal(s). See Exhibit C, Federal and State of Texas Required Contract Clauses, item 12, for further information.

EXHIBIT G
HUB, SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND
LABOR SURPLUS AREA FIRMS

If the awarded Vendor uses subcontractors, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used.

The following affirmative steps are required of the Contractor:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
6. The Contractor should utilize the MBDA Center that is in the closest proximity to locality. Email your RFP to the appropriate center.

| | |
|---|---|
| Minority-owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA centers. | |
| Dallas Fort Worth MBDA Business Center 8828 N. Stemmons Freeway, Ste. 550B Dallas, TX 75247 (214) 920-2436 Website: https://www.mbdadfw.com Email: admin1@mbdadallas.com | Houston MBDA Business Center 3100 Main Street, Ste. 701 Houston, TX 77002 (713) 718-8974 Website: https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/ Email: MBDA@hccs.edu |
| El Paso MBDA Business Center 2401 East Missouri Avenue El Paso, TX 79903 (915) 351-6232 Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center Email: treed@ephcc.org | San Antonio MBDA Business Center 501 Chavez Blvd, Ste. 3.324B San Antonio, TX 78207 (210) 458-2480 Website: https://sanantoniombdacenter.com/ Email: orestes.hubbard@utsa.edu |
| Northwest Texas APEX Accelerator Centers 749 Gateway St., #301 Building C Abilene, TX 79602 (806) 745-3973 Website: http://www.nwtapex.com Email: rich.lyles@ttu.edu | |
| Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers. | |
| U.S. Small Business Administration West Texas District Office George Mahon Federal Building, Room 408 1205 Texas Avenue Lubbock, TX 79401 (806) 472-7462 Website: https://www.sba.gov/district/west-texas Email: lubdo@sba.gov | WBEA – Women's Business Center 9800 Northwest Freeway, Ste. 120 Houston, TX 77092 (713) 681-9232 Website: https://www.wbea-texas.org/about-wbea Email: wbc@wbea-texas.org |
| LiftFund Women's Business Center 1421 Lee Trevino Drive B-1 El Paso, TX 79935 (888) 215-2373 Website: https://www.liftfund.com/ Email: wbc@liftfund.com | |
| SBA provides assistance at Small Business Development Centers located across Texas: https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/ | |