

**REQUEST FOR PROPOSAL
DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES
FOR THE CITY OF SWEENY, TEXAS**

DEADLINE: Sealed proposal submittals must be received and time stamped by **1 p.m., Central Standard Time Friday, June 2nd, 2023**. (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **1:05 p.m. on Friday, June 2nd, 2023** in the City Council Chambers, City Hall, 102 W Ashley Wilson Road, Sweeny, TX. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

MARK ENVELOPE: RFP DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES

DELIVERY ADDRESS: Please submit **one (1) original hard copy, three (3) exact duplicate copies, and one (1) electronic copy (USB)** of your **RFP** to:

CITY OF SWEENY
CITY MANAGER
102 W Ashley Wilson Road
P. O. Box 248
SWEENY, TEXAS 77480

POINTS OF CONTACT:

Questions concerning the **Request for Proposal** should be directed ***in writing*** to:

City of Sweeny
Lindsay Koskiniemi, City Manager
102 W Ashley Wilson Road
P. O. Box 248
Sweeny, TX 77480
citymanager@sweenytx.gov

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Sweeny.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

Lindsay Koskiniemi
City Manager
City of Sweeny

**REQUESTS FOR PROPOSALS
DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES
THE CITY OF SWEENEY, TEXAS**

(To be Completed ONLY IF YOU DO NOT BID.)

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR’S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ____ this time only ____ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

Request for Proposal

Introduction

- A. Project Overview: The City of Sweeny, Texas is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Scope of Services.
- B. Questions: Following are contacts for questions as identified.
1. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the City Manager.
 2. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s).
 3. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website at www.sweenytx.gov.
 4. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 5. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal marked Non-Responsive.

The City of Sweeny, Texas is to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Sweeny contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

SCOPE OF SERVICES

PURPOSE:

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified firms to establish a contract for technical and professional services to assist the City of Sweeny, Texas (the “City”) with respect to satisfying the requirements under the FEMA Public Assistance Program. These services will include assistance and support for grants management and administration and associated project management services. This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

SCOPE OF WORK/SERVICES:

The scope of services described herein requires the Contractor to develop and implement a recovery plan to restore facilities to their pre-disaster condition. The main objective of this RFP program is to maximize eligibility and reimbursement for all aspects of the recovery program.

1. Provide assistance to the City with regard to disaster assistance and management of any type needed including, but not limited to, response; preliminary damage assessments; recovery to include any State of Texas Division of Emergency Management (TDEM) or Federal Emergency Management Agency (FEMA), and mitigation and preparedness service (planning, training and exercise), including present and future disasters.
2. Provide broad-based support services to the City in a timely and efficient manner for response and recovery activities, ensuring the City is able to accomplish and maximize (if available) federal grant funding for debris missions, emergency protective measures and recovery missions that serve the public’s health and safety.
3. Provide guidance in recovering reimbursement for the repair and potential replacement of the loss of critical infrastructure.
4. Assist the City with the implementation of preliminary damage assessments (PDAs) to document the impact and magnitude of the disaster.
5. Assist the City during Applicant’s Briefings with FEMA and the state, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
6. Collaborate with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects’ scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to TDEM/FEMA).
7. Assist with the management of FEMA and/or other federal grants and TDEM coordination along with the City, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.
8. Coordinate and manage deliverables with FEMA and TDEM.
9. Assist the City with TDEM/FEMA and/or other federal grant quarterly reporting.

10. Generate time extension requests to FEMA and/or other federal grants and TDEM when necessary so that PW eligibility is not forfeited.
11. Develop improved and/or alternate project requests for TDEM and FEMA and/or other federal grants.
12. Develop Sandy Recovery Improvement Act (SRIA) alternative arrangement projects as soon as possible to streamline the recovery process within established FEMA timelines.
13. Develop Section 406 Hazard Mitigation Proposals (HMPs) where mitigation actions can minimize future disaster impacts.
14. Develop Section 404 Hazard Mitigation strategies providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.
15. Assist with the submittal of first and second appeals to FEMA should the City disagree with the FEMA formulated PWs.
16. Generate PW amendments requesting changes as agreed through resolution discussions or first appeals.
17. Provide procurement assistance to the City, interfacing with internal staff, to ensure procurement processes adhere to FEMA federal grants recovery criteria.
18. Assist the City with development of scope and bid packages that align with the project worksheet scope of work and damages.
19. Coordinate and interface with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant is clearly defined and implemented.
20. Assist with the procurement of architectural and/or design firms.
21. Guide the City through FEMA's Public Assistance grant and other federal grants funding requirements and criteria.
22. Assist the City with establishing programmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
23. Assist the City with the closeout of PWs, both large and small, including the review and preparation of final closeout packages for completed work.
24. Assist the City with insurance optimization by working with insurance carriers to optimize coverage relating to the disaster, while also making recommendations with regard to limits, scope, and deductibles for future policy negotiations.
25. Provide insurance assistance to the City in the identification of Texas Windstorm Policies, National Flood insurance policies and the effects of anticipated and actual reductions on FEMA PW's.

Term of Contract

The contract shall be one year with the option to renew for four additional one-year periods.

The City of Sweeny requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes.* All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

Corporate Background and Experience

The Proposer should give a brief description of the company, including a brief history, full legal name, corporate structure and organization, date of establishment, number of years in business, current firm ownership, and any recent and/or materially significant proposed change in ownership.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other corporate/governmental entities of comparable size and diversity with references from five (5) previous clients serviced in the past five (5) years including names, telephone numbers, and email addresses.

The proposer should also provide any information uniquely relevant in evaluating the experience of the proposer to handle the proposed work and describe the proposer's presence in and commitment to the City.

Proposer's Experience / Staff

Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

Technical Approach & Methodologies

The proposal should include the proposer's understanding of the disaster recovery process and how its proposal will best meet the needs of the City; a description of the proposer's approach to Grants management and quality assurance; and methodologies for delivering the project, including proposed organizational structure and staffing strategies.

The proposer shall fill out Attachment E, Rate Schedule, in its entirety and include it in the proposal. The proposer shall list an hourly rate that includes costs for travel and expenses for every position listed in Attachment E.

Costs proposed shall be hourly rates including travel and expenses. Only time properly invoiced and approved by the City will be paid. Expenses are to be calculated and included in the total hourly rate that is provided and not broken out separately.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City's process is as follows:

- A. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:
 1. **Vendor Qualifications** (25 points)
 2. **Public Assistance Technical Experience** (30 points)
 3. **Understanding of Public Assistance Program** (20 points)
 4. **Cost** (15 points)
 5. **Experience with Similar Project** (10 points)
- B. The evaluation committee shall recommend the most qualified firm to the City Council for approval and will offer a contract based on services and fees as agreed upon.
- C. Prior to the approval of an award, no evaluation committee member shall disclose any information regarding the committees' decision.
- D. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

GENERAL INFORMATION:

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: The City of Sweeny will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Finance Office any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFLICT OF INTEREST: Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sweeny including affiliations and business and financial relationships such persons may have with City of Sweeny officers. The form can be located at the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of Sweeny including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you in compliance with them.

Any information provided by the City of Sweeny is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City Employees who are anticipated to either recommend or approve award of the proposal.

MAYOR: Current and Resigning Mayor, JEFF FARLEY; MAYORAL ELECT to be determined in May 2023 Elections

COUNCIL MEMBERS:

MARK MORGAN JR.; BILL HAYES (Subject to change/elections), BRIAN BROOKS; JOHN RAMBO (Subject to change/elections); TIM PETTIGREW, MAYOR PRO-TEM

CITY STAFF

City Manager: Lindsay Koskiniemi

City Secretary: Kaydi Smith

Director of Finance: Karla Wilson

Emergency Management Coordinator: Devin Lemon

ETHICS: Public employees must discharge their duties impartially so as to assure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Sweeny procurement organization.

Any employee that makes purchases for the City is an agent of the City and is required to follow the City's Code of Ethics.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full-time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City of Sweeny. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Sweeny to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Sweeny, Attn.: **Finance**, 102 W Ashley Wilson Road, P. O. Box 248, Sweeny, Texas 77480.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Sweeny, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Sweeny is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Brazoria County. The City of Sweeny request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Sweeny Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Sweeny for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Sweeny.

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise,

any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to 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.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Sweeny of the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Sweeny before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received

from the City of Sweeny written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Sweeny, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$1,000,000 single limit per occurrence or \$1,000,000 each person /\$1,000,000 per occurrence; and,
 - b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,
 - c. Professional Liability: \$1,000,000.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Sweeny. Contractor shall also file with the City of Sweeny valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Sweeny not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Sweeny. Do not submit this form unless you receive an award letter from the City.**

PUBLIC INSPECTION OF PROPOSALS: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

PROPOSAL EVALUATION AND CONTRACT AWARD: Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Sweeny shall be grounds for disqualification.** Vendors shall not contact any City personnel during the proposal process without the express permission from the City's Finance Director.

AMBIGUITY: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City.

ADDITIONAL INFORMATION: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

RETURN WITH PROPOSAL

- | | | |
|----|------------------------------------|-------------------------------|
| 1. | Proposal Information | Yes |
| 2. | Letter of Interest | Yes |
| 3. | Affidavit | Yes |
| 4. | Conflict of Interest Questionnaire | Yes (Write NA if no conflict) |
| 5. | Non Collusion Affidavit | Yes |
| 6. | Federal Clauses (1-12) | Yes |
| 7. | Verifications | Yes |

LETTER OF INTEREST

RFP – DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES

Deadline: June 2nd, 2023 at 1 P.M.

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals (as amended by any Addenda), issued by the City of Sweeny, Texas (the “City”) to provide Disaster Preparedness Consultant for the City of Sweeny, Texas. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- + Proposal including Appendix E
- + Letter of Interest
- + Affidavit
- + Conflict of Interest Questionnaire (If It Applies)
- + Non Collusion Affidavit
- + Federal Clauses (1-12)
- + Verifications

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name

Date

Address

City/State/Zip

Authorized Signature

Title

Name (please print)

Telephone

Email

APPENDIX B

AFFIDAVIT

All pages in Offeror’s Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Sweeny. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

STATE OF TEXAS §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN to before me by the above named

on this the _____ day of _____, 20____.

Notary Public in and for the State
of Texas

RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE <small>For vendor doing business with local governmental entity</small>		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(4-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
1) Name of vendor who has a business relationship with local governmental entity.	Date Received	
2) <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3) Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
4) Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p style="text-align: center;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local government entity?</p>		
5) Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6) <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)		
7)		
Signature of vendor doing business with the governmental entity	Date	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- () the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CITY OF SWEENY
NON-COLLUSION AFFIDAVIT

COUNT OF STATE OF TEXAS § § §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me by the above named _____ on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

My commission expires: _____

APPENDIX E**RATE TABLE**

Labor Category	Hourly Rate-Total including All Expenses
Principal	\$
Project Team Leader	\$
Public Assistance Officer I	\$
Public Assistance Officer II	\$
Public Assistance Officer III	\$
Mitigation Specialist I	\$
Mitigation Specialist II	\$
Mitigation Specialist III	\$
Appeals Specialist	\$
Insurance Specialist I	\$
Insurance Specialist II	\$
Insurance Specialist III	\$
Cost Estimator I	\$
Cost Estimator II	\$
Accounting Supervisor	\$
Accountant Level II Journal Entry	\$
Grant Administrator	\$
Sr. Grant Administrator	\$
Programmer	\$
Senior Programmer	\$
Damage Assessment Specialist I	\$
Damage Assessment Specialist II	\$
Damage Assessment Specialist III	\$
Closeout Specialist I	\$
Closeout Specialist II	\$
Closeout Specialist III	\$
Debris Specialist I	\$
Debris Specialist II	\$

FEDERAL CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree 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.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(printed name of signatory)

(signature and date)

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(printed name of signatory)

(signature and date)

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

(printed name of signatory)

(signature and date)

4.EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(printed name of signatory)

(signature and date)

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(printed name of signatory)

(signature and date)

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(printed name of signatory)

(signature and date)

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification 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 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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 its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

**10. PROCUREMENT OF RECOVERED
MATERIALS
42 U.S.C. 6962**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(printed name of signatory)

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

(printed name of signatory)

(signature and date)

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(printed name of signatory)

(signature and date)

APPENDIX F

I. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

Chapter 2271 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees 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. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action 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 with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

II. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes 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 Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

III. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.001

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees 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. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

**IV. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2252**

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

The above-stated verifications are given as to the below named company and as to its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates.

The above-stated verifications are submitted by the company's general counsel, chief compliance officer, managing director or other officer given specific authority to so execute on behalf of the company.

Company/Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____