

INFORMAL REQUEST FOR PROPOSALS

STERLING COUNTY HAZARD MITIGATION PLAN UPDATE

1. **Introduction**

Sterling County, Texas (the “County”) is seeking proposals from qualified consulting firms to prepare an update to the County’s Hazard Mitigation Plan (HMP). This project is funded through a grant administered by the Texas Division of Emergency Management (TDEM) and must comply with all requirements of the Federal Emergency Management Agency (FEMA), including 44 CFR §201.6.

The County intends to procure these services using Small Purchase (Simplified Acquisition) Procedures in accordance with 2 CFR §200.320.

2. **Procurement Timeline**

DESCRIPTION	DATE/TIME
Written Questions Due	July 15, 2026; 5:00PM CST
Deadline to Submit Proposals	July 31, 2026; 5:00PM CST
Anticipated Recommendation for Award & Commissioner’s Court Decision	August 2026
Anticipated Project Commencement	September 2026

3. **Procurement Method**

This solicitation is being issued under the Small Purchase Method (also referred to as simplified acquisition procedures). Accordingly:

- The County is not issuing a full competitive sealed proposal solicitation.
- Formal scoring criteria may not be utilized.
- Proposals will be evaluated based on demonstrated qualifications, relevant experience, and price reasonableness.
- The County reserves the right to request clarifications or conduct interviews if deemed necessary.
- The County may solicit quotes from an adequate number of qualified firms to ensure competition consistent with federal requirements.

Nothing in this RFP obligates the County to award a contract.

4. **Scope of Work**

The selected Consultant will prepare a FEMA-approvable Hazard Mitigation Plan update for Sterling County. In addition to the County, participating entities include The City of Sterling, Texas, Sterling Independent School District, and Sterling County Nursing Home. See full Statement of Work included as Attachment C.

At minimum, services shall include:

- Project management and coordination with County, City, and TDEM.
- Documentation of the planning process.
- One (1) in-person project kickoff meeting

- A minimum of three (3) in-person local planning meetings
- A minimum of three (3) in-person public workshops.
- A minimum of three (3) in-person public meetings.
- Comprehensive hazard identification and risk assessment.
- Vulnerability assessment using multiple data sources.
- GIS-based mapping and spatial analysis.
- Critical facilities inventory and mapping.
- Capability assessment.
- Development of a mitigation strategy.
- Plan maintenance procedures.
- Preparation of draft and final plan documents.
- Coordination through TDEM and FEMA review.
- Assistance through FEMA Approval Pending Adoption (APA) and final approval.

The final product must meet FEMA Local Mitigation Plan requirements under 44 CFR 201.6 and current TDEM guidance.

5. Minimum Qualifications

Firms responding to this RFP must demonstrate the following minimum qualifications:

- Experience preparing FEMA-approved Local Hazard Mitigation Plans.
- Experience working with Texas jurisdictions and familiarity with TDEM review processes, or comparable alternatives.
- Demonstrated GIS capability and mapping expertise.
- Experience conducting public engagement meetings.
- Knowledge of FEMA Hazard Mitigation Assistance (HMA) programs.
- Ability to complete the project within the grant performance period.

Firms without documented FEMA-approved plan experience may be deemed non-responsive.

6. Proposal Requirements

Proposals should be concise and include:

1. Firm Overview
2. Project Team (including resumes and roles)
3. Relevant Project Experience (minimum of three similar projects)
4. Proposed Project Approach and Schedule
5. Public Engagement and Stakeholder Coordination Strategy
6. Price Proposal (including not-to exceed lump sum fee)
7. References (minimum of three)
8. Required Forms, Certifications, and Assurances

The County encourages straightforward proposals. Extensive marketing materials are not necessary.

7. Evaluation and Selection

Because this procurement is being conducted under Small Purchase Procedures:

- The County will review proposals for responsiveness and qualifications.
- The County will determine price reasonableness.
- The County may select the firm whose proposal is most advantageous considering qualifications and cost.
- Negotiation of scope and fee may occur prior to contract execution.

Final award is subject to TDEM and/or FEMA grant compliance requirements.

TECHNICAL PROPOSAL EVALUATION	WEIGHT
Relevant Experience and Past Performance: The proposer's demonstrated experience preparing FEMA-compliant Local Hazard Mitigation Plans for counties, municipalities, or similar public entities. Evaluation will consider the proposer's record of successfully obtaining FEMA approval for completed plans, familiarity with TDEM review process, and references from previous clients.	Up to 25 Points
Project Team Qualifications: The qualifications, experience, and roles of the proposed project team members who will be directly responsible for performing the work. Consideration will be given to the team's expertise in hazard mitigation planning, emergency management, GIS analysis, public engagement, and knowledge of planning requirements established by FEMA.	Up to 15 Points
Project Approach and Methodology: The proposer's understanding of the project and the quality of the proposed approach for completing the Hazard Mitigation Plan update. Evaluation will consider the clarity of the proposed work plan, data collection methods, approach to risk and vulnerability assessments, GIS mapping capabilities, and the ability to develop practical and implementable mitigation strategies.	Up to 20 Points
Public Engagement and Stakeholder Coordination: The proposer's proposed strategy for facilitating effective public involvement and stakeholder participation throughout the planning process. Evaluation will consider the firm's ability to organize and conduct required public meetings, engage local officials and community stakeholders, and document public input in a manner consistent with FEMA mitigation planning guidance.	Up to 15 Points
TOTAL	Up to 75 Points

PRICE PROPOSAL EVALUATION	WEIGHT
Evaluation of Proposed Cost or Price	Up to 25 Points
TOTAL	Up to 25 Points

8. Submission Information

Proposals must be submitted as one (1) combined PDF file and emailed to the addresses specified below. All Proposals must be received prior to the deadline for Proposal submission. Late Proposals will not be considered.

Proposal file sizes shall be reasonable for standard email transmission; the County is not responsible for delivery failures resulting from oversized attachments or file size limitations imposed by the Proposer's or County's email systems.

Proposers are solely responsible for ensuring timely delivery and receipt of their Proposal. The County is not responsible for delays, delivery failures, file corruption, internet connectivity issues, spam filtering, email

transmission errors, or any other technical issues that may prevent timely receipt of a Proposal. Proposers are encouraged to request and obtain confirmation of receipt prior to the submission deadline. The official time of receipt shall be the time and date the Proposal is received by the County's email system, not the time the email is sent by the Proposer.

Subject: Proposal for Sterling County Hazard Mitigation Plan

Attn: Judge Belinda Counts

(325) 378-3481

b.counts@co.sterling.tx.us

cc: jaylon.seales@cvcog.org

9. Federal Contract Provisions

9.1. Termination Provisions

- A. The County may terminate this Agreement, or any portion of it, by serving a notice of termination to the contractor, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of the County or for default of the contractor.
- B. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the Agreement and identify a reasonable time period for the contractor to cure such default or provide evidence sufficient to prove to the County's reasonable satisfaction that such default does not, in fact, exist.
- C. If the termination is for the convenience of the County, the contractor shall be paid its costs up to the time of notice to stop work is received.

9.2. Clean Air Act

The 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 County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9.3. Federal Water Pollution Control Act

The 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.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Texas Division of Emergency

Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9.4. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's 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).

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

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

9.5. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 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 who in turn will forward the certification(s) to the federal agency.

9.6. Procurement of Recovered Materials

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—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9.7. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- b) *Prohibitions.*
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) *Exceptions.*
 - 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2) By necessary implication and regulation, the prohibitions also do not apply to:

- i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d) *Reporting requirement.*
 - 1)) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services
- e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

9.8. Domestic Preferences for Procurements

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

For purposes of this clause:

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

ATTACHMENT A
PRICE PROPOSAL
[CONTINUE TO NEXT PAGE]

ATTACHMENT A
PRICE PROPOSAL FORM

The Project is funded through a grant award that includes an approved line-item budget. Proposers must structure their price proposal in a manner that directly aligns with the grant-approved budget categories.

The Proposer shall:

1. Structure their price proposal to correspond to each applicable budget line item listed below.
2. Clearly indicate the total proposed cost attributable to each budget line item.
3. If awarded, ensure that all future invoices reflect costs billed by the same budget line items and in the same format as proposed.

No payment will be made for costs that are not clearly associated with an approved budget line item. The awarded contractor will be responsible for ensuring that billed amounts are allowable, allocable, and reasonable under the applicable grant requirements.

The County reserves the right to request supporting documentation sufficient to demonstrate compliance with the grant budget and funding conditions.

TYPE	DESCRIPTION	PROPOSED PRICE
Monitor, Evaluate, Update	Monitor, Evaluate, Update	\$
Planner Travel	Mileage for 4 Trips: Kickoff Meeting, 3 Local Planning Team Meetings and Public Outreach	\$
Planner Travel	Travel Drive Time	\$
Planner Travel	Meeting Duration: Kickoff Meeting, Local Planning Team Meetings, Public Outreach	\$
Plan Creation	Create Risk Assessment Plan	\$
Plan Creation	Create Mitigation Strategy Plan	\$
Plan Creation	Create Overall Vulnerability Assessment Plan	\$
Maps	Creation of Maps and GIS Service	\$
Planner Review & Revisions	Draft Plan Review	\$
Planner Review & Revisions	Complete revisions requested by State & FEMA	\$
Printing and Materials	Printing & Materials for Meetings, Handouts, Plan Draft, and Final Plan	\$
TOTAL PROPOSED PRICE:		\$

Continued on next page

Proposers shall describe their proposed invoicing methodology and schedule. At a minimum, the proposal must include:

- The anticipated frequency of invoicing (e.g., monthly, by phase, by milestone, % of completion, etc.);
- A description of how progress will be measured for billing purposes;
- Identification of any key deliverables or milestones tied to payment; and
- Confirmation that each invoice will itemize charges by the grant-approved budget line items identified in Attachment A.

Proposed Invoicing Methodology:

ATTACHMENT B
REQUIRED FORMS, CERTIFICATIONS, AND ASSURANCES
[CONTINUE TO NEXT PAGE]

ATTACHMENT B
REQUIRED FORMS AND CERTIFICATIONS
[CONTINUE TO NEXT PAGE]

BIDDER/PROPOSER INFORMATION AND OFFER STATEMENT

By signing below, the bidder/proposer certifies that the information provided in this submission is accurate and complete to the best of their knowledge. The bidder/proposer acknowledges and agrees to comply with all terms, conditions, and specifications outlined in this solicitation. This submission is made in accordance with the applicable laws, regulations, and procurement policies. The bidder/proposer further certifies that the individual signing this document is authorized to bind the bidder/proposer to the terms of this solicitation.

****Bidder/Proposer is REQUIRED to sign this page and return with the bid or proposal. An unsigned bid or proposal will be deemed non-responsive.***

Proposer Information	
Bidder/Proposer's Legal Name:	
Business Name (if different from above):	
Business Address:	
City, State, Zip Code:	
Tax ID Number (TIN OR EIN):	
DUNS Number (if applicable):	
SAM.gov UEID # (if applicable):	

Contact Information	
Contact Person Name:	
Phone Number:	
Email Address:	

Authorized Representative Information	
Name of Authorized Representative:	
Title/Position:	
Phone Number:	
Email Address:	

Certification and Signature

By signing below, the undersigned certifies that the bidder/proposer has reviewed and understands all terms and conditions of the solicitation and has the legal authority to submit this bid or proposal on behalf of the organization. The undersigned acknowledges that the bid or proposal is binding and that any misrepresentation may result in disqualification.

Authorized Signature: _____

Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing and submitting this certification, the undersigned certifies to the best of its knowledge and belief that the contractor (or its principals):

- Is not currently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any state or federal agency;
- Has not been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a state or federal contract or grant;
- Is not currently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses listed in FAR 9.4;
- Has not, within a three-year period preceding this certification, been convicted or had a civil judgment rendered against it for violation of federal or state laws involving fraud, bribery, or a false claim or statement;
- Is not currently, nor has been, subject to any proceedings relating to debarment, suspension, or exclusion under 2 CFR 180 (OMB guidelines) or FAR Subpart 9.4.

1. Certification Regarding Federal Criminal Offenses and Civil Fraud Violations

- a) If the Contractor is an individual, and it has been convicted or had a civil judgment rendered against it for any of the violations listed above, or is under indictment for such violations, the contractor must notify the contracting officer immediately.
- b) If the Contractor is a corporation, partnership, or other legal entity, and any principal of the organization (officers, directors, or partners) has been convicted of or has a civil judgment rendered against them for the same violations listed above, the contractor must immediately notify the contracting officer.

2. Subcontractors and Exclusions

- a) The Contractor will ensure that it verifies, before awarding any subcontract in excess of \$25,000, that any proposed subcontractor is not listed on the List of Excluded Parties in the System for Award Management (SAM).
- b) The Contractor will require its subcontractors to comply with the same debarment and suspension certification requirements and to notify the contractor if they are debarred, suspended, or excluded from state or federal contracting.

3. Exception to Certification

- a) If the Contractor cannot make the certifications above, the contractor must provide an explanation, detailing the circumstances of any exclusions or pending actions regarding debarment, suspension, or proposed debarment.
- b) The Contractor must attach any relevant supporting documents to the explanation if necessary.

The Contractor, _____, certifies that the information provided above is true and correct to the best of its knowledge and belief. The undersigned acknowledges that providing false information on this certification may result in the contractor being subject to penalties, including debarment or suspension from federal contracting.

Signature of Authorized Official

Name and Title of Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractors must sign and submit the following certification to the recipient or subrecipient with each bid or offer exceeding \$100,000.

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

- A. 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.
- B. 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.
- C. 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.
- D. 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 its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Official

Name and Title of Authorized Official

Date

CERTIFICATION REGARDING BOYCOTT OF ISRAEL
TEXAS GOVERNMENT CODE CHAPTER 2271

Pursuant to Texas Government Code Chapter 2271, the undersigned certifies that the company named below:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of this contract.

For purposes of this certification, "boycott Israel" has the meaning assigned by Section 2271.001 of the Texas Government Code.

Company Name

Signature of Authorized Official

Name and Title of Authorized Official

Date

ENERGY COMPANY BOYCOTT CERTIFICATION
TEXAS GOVERNMENT CODE CHAPTER 2274

Pursuant to Texas Government Code Chapter 2274, the undersigned certifies that the company named below:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of this contract.

Company Name

Signature of Authorized Official

Name and Title of Authorized Official

Date

**CERTIFICATION REGARDING BUSINESS WITH CERTAIN FOREIGN TERRORIST ORGANIZATIONS
TEXAS GOVERNMENT CODE CHAPTER 2252**

The undersigned certifies that the company named below does not engage in business with Iran, Sudan, or a foreign terrorist organization as defined in Texas Government Code Chapter 2252, and is not listed on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Company Name

Signature of Authorized Official

Name and Title of Authorized Official

Date

NON-COLLUSION CERTIFICATION

The undersigned certifies that this proposal is submitted independently and without collusion with any other person or entity for the purpose of restricting competition.

Company Name

Signature of Authorized Official

Name and Title of Authorized Official

Date

PLACEHOLDER FOR CIQ PDF FORM

ATTACHMENT C
STATEMENT OF WORK
[CONTINUE TO NEXT PAGE]

STATEMENT OF WORK
STERLING COUNTY HAZARD MITIGATION PLAN UPDATE

- 1. Background and Purpose.** Sterling County, Texas has been awarded grant funding to update its existing Hazard Mitigation Plan (HMP) in accordance with the requirements of the Federal Emergency Management Agency (FEMA) and the Texas Division of Emergency Management (TDEM).

This planning effort will include both Sterling County (the “County”), Sterling City, TX, Sterling Independent School District, and Sterling County Nursing Home, collectively referred to as “Planning Participants” and must meet all current FEMA Local Hazard Mitigation Planning requirements under 44 CFR Part 201.6 to ensure continued eligibility for FEMA mitigation grant programs.

The selected Consultant will be responsible for leading, coordinating, and completing a FEMA-approvable plan update from project kickoff through final adoption and state/federal approval.

- 2. General Scope of Services.** The Consultant shall provide all professional services necessary to prepare a complete Hazard Mitigation Plan Update that:

- Meets or exceeds FEMA Local Hazard Mitigation Plan requirements (44 CFR §201.6);
- Complies with all applicable TDEM guidance and current state requirements;
- Incorporates updated risk, vulnerability, and capability assessments;
- Reflects current hazard data and planning best practices;
- Includes robust public and stakeholder engagement; and
- Results in formal FEMA approval and adoption by both jurisdictions.

The Consultant is expected to coordinate closely with Planning Participant staff, and TDEM throughout the project.

- 3. Project Management and Coordination.** The Consultant shall:

- Conduct an in-person project kickoff meeting with Planning Participant representatives.
- Conduct a minimum of three (3) in-person local planning team meetings (with virtual option for planning members who cannot attend in-person).
- Conduct a minimum of three (3) in-person planning workshops (with virtual option for citizens who cannot attend in-person).
- Develop and maintain a detailed project schedule identifying milestones, deliverables, review periods, and public meetings.
- Coordinate with TDEM for plan review expectations and interim feedback.
- Provide monthly virtual or in-person progress update meetings.
- Prepare agendas, materials, and summaries for all planning team meetings.
- Maintain documentation necessary for FEMA compliance (sign-in sheets, outreach records, comment logs, etc.).

The Consultant shall designate a Project Manager who will serve as the primary point of contact.

4. Planning Process Requirements. The plan update must clearly document the planning process in accordance with FEMA requirements, including:

- Identification of participating jurisdictions.
- Formation and facilitation of a Planning Team.
- Documentation of stakeholder engagement efforts.
- Integration of existing plans, ordinances, and policies.
- Review of and incorporation of relevant state and regional mitigation plans.
- Consideration of socially vulnerable populations and underserved communities.
- Coordination with neighboring jurisdictions and applicable districts.

All elements must be clearly traceable to FEMA's Local Mitigation Plan Review Guide.

5. Public Involvement. Public participation is a required component of this planning effort and must meet FEMA and TDEM documentation standards. The Consultant shall be responsible for designing, organizing, facilitating, and documenting the public involvement process. The agenda, format, and meeting structure shall be determined by the Consultant, with guidance and input from Planning Participants, based on professional judgment and FEMA planning requirements. However, at a minimum, the public engagement process must include no fewer than three (3) in-person public meetings (with virtual option for citizens who cannot attend in-person), and those meetings must collectively cover the following:

1. Hazard Identification and Planning Kickoff

- Overview of the Hazard Mitigation Plan purpose and requirements
- Explanation of the planning process and opportunities for involvement
- Identification and discussion of local hazards
- Collection of public input regarding past disaster impacts and concerns

2. Risk Assessment and Vulnerability Assessment Review

- Presentation of preliminary hazard data and mapping
- Discussion of vulnerable populations, infrastructure, and critical facilities
- Review of identified risks and potential future impacts
- Solicitation of feedback on community priorities

3. Mitigation Strategy and Draft Plan Review

- Presentation of proposed mitigation goals and actions
- Explanation of prioritization methodology
- Opportunity for public comment on draft strategies
- Overview of next steps toward adoption

The Consultant shall:

- Prepare meeting materials, presentations, sign-in sheets, and handouts.
- Coordinate meeting logistics in collaboration with Planning Participant staff.
- Provide recommended outreach strategies appropriate for a rural community.
- Develop and distribute public notices (print, website, and/or social media as appropriate).
- Provide an online engagement option (survey or comment portal).

- Document attendance, comments received, and responses to comments.
- Ensure all documentation satisfies FEMA plan review requirements.

The draft plan shall be made publicly available for review prior to adoption, and the Consultant shall summarize and incorporate public comments as appropriate.

The intent is for public meetings to be substantive and productive, not merely procedural. The Consultant is expected to guide the process in a way that encourages meaningful participation while maintaining compliance with FEMA and TDEM standards.

6. Hazard Identification, Risk Assessment, and Vulnerability Assessment. The Consultant shall conduct a comprehensive risk assessment consistent with FEMA guidance, including updated and verifiable data sources.

A. Hazard Identification

At minimum, the following hazards shall be evaluated (as applicable to the region):

- Flooding (riverine and flash flooding)
- Drought
- Wildfire
- Severe storms (wind, hail, tornado)
- Extreme heat
- Winter storms
- Dam failure (if applicable)
- Any other locally relevant hazards

B. Data Sources

The Consultant shall utilize and document multiple forms of data, including:

- FEMA Flood Insurance Rate Maps (FIRMs)
- National Weather Service data
- State hazard data sets
- Historical disaster declarations
- Local damage records
- GIS-based datasets
- Climate trend data where available

C. Vulnerability Assessment

The vulnerability assessment shall include:

- Population exposure (including socially vulnerable populations)
- Critical facilities inventory (mapped and tabulated)
- Infrastructure exposure
- Repetitive loss properties (as permitted by FEMA data access rules)
- Economic impact estimates (qualitative or quantitative as appropriate)
- Future development trends
- Growth projections

D. Mapping Requirements

The Consultant shall produce high-quality maps, including but not limited to:

- Hazard extent maps
- Floodplain overlays
- Critical facility maps
- Infrastructure and lifeline maps
- Population density maps
- Future land use and development trend maps
- Risk exposure summary maps

All maps shall be GIS-based and provided in both digital (shapefile and PDF) formats.

7. **Capability Assessment.** The plan update must include a thorough capability assessment that evaluates:

- Existing plans and policies
- Regulatory authority
- Administrative and technical capacity
- Fiscal capabilities
- Staffing resources
- Previous mitigation project implementation

The Consultant shall identify strengths, gaps, and opportunities to improve local mitigation capability.

8. **Mitigation Strategy.** The mitigation strategy shall:

- Review the status of previous mitigation actions.
- Identify and prioritize new mitigation actions.
- Ensure actions are specific, measurable, and implementable.
- Include responsible party, timeline, estimated cost, and potential funding source.
- Align with FEMA's Hazard Mitigation Assistance programs.
- Address each identified hazard.
- Consider nature-based and resilient infrastructure solutions where appropriate.

A prioritization method must be documented and clearly explained.

9. **Plan Maintenance Process.** The Consultant shall develop a formal Plan Maintenance section that includes:

- A schedule for annual review.
- Clear assignment of responsibility for monitoring and reporting.
- Integration with capital improvement planning.
- Procedures for incorporating the plan into other local planning mechanisms.
- Process for continued public engagement.
- Method for tracking mitigation action implementation.
- Clear framework for the next 5-year update.

This section must be practical and tailored to the Planning Participants staffing capacity.

10. Drafting, Review, and Approval Process. The Consultant shall:

- Submit a complete Draft Plan to the Planning Participants for review.
- Revise the plan based on local comments.
- Submit the plan to TDEM for State review.
- Address all TDEM and FEMA review comments.
- Support the Planning Participants through FEMA “Approval Pending Adoption” (APA) status.
- Assist with formal adoption resolutions.
- Provide final FEMA-approved plan in digital and print-ready format.

11. Deliverables. At minimum, the Consultant shall provide:

- Project schedule
- Meeting agendas and summaries
- Public outreach documentation
- GIS map files and PDFs
- Draft Hazard Mitigation Plan
- Final FEMA-approved Plan
- Adoption-ready resolutions
- Electronic files (Word, PDF, GIS, and source data)

All documents shall be editable and owned by the County.

12. Compliance and Standards. The completed plan must:

- Meet FEMA Local Mitigation Plan requirements (44 CFR 201.6).
- Follow FEMA’s Local Mitigation Plan Review Guide (current edition).
- Meet all TDEM planning standards.
- Support eligibility for FEMA Hazard Mitigation Assistance grants.
- Be completed within the grant performance period.

13. Consultant Qualifications. Firms responding to this solicitation should demonstrate:

- Prior experience completing FEMA-approved local hazard mitigation plans.
- Familiarity with TDEM review process.
- GIS capability and mapping experience.
- Experience facilitating public engagement in rural communities.
- Knowledge of FEMA Hazard Mitigation Assistance programs.

14. Budget Guidance. Sterling County has secured grant funding to complete this Hazard Mitigation Plan update. The County intends to enter into a contract that reflects reasonable and customary pricing for similar jurisdictions in Texas.

While the exact grant amount is not disclosed in this solicitation, proposers should be aware that available funding is consistent with typical awards for similarly situated Texas counties completing a standard plan

update. For purposes of proposal development and cost reasonableness, the County anticipates the project budget to be in the approximate range of \$65,000 to \$85,000. Proposers should submit their most responsive and cost-effective approach based on the scope outlined in the RFP.

The County does not anticipate extraordinary scope expansion beyond what is outlined in this Statement of Work. Proposals that are significantly above or below customary pricing for this type of work may be subject to additional review for cost reasonableness.

Proposals shall:

- Provide a not-to-exceed lump sum fee covering the full scope of services.
- Include a task-based cost breakdown sufficient to evaluate cost reasonableness.
- Confirm that the proposed amount includes all meetings (minimum of three public meetings), stakeholder coordination, GIS mapping, data acquisition, travel, revisions, and support through TDEM and FEMA approval.
- Clearly identify any assumptions that materially affect pricing.

The County reserves the right to:

- Negotiate scope refinement and pricing.
- Remove optional elements if necessary to align with grant funding.
- Reject proposals that are determined to be outside the range of cost reasonableness for this type of project.

All proposed costs must comply with 2 CFR Part 200 cost principles and be allowable, allocable, necessary, and reasonable. The County's intent is to balance fiscal responsibility with the selection of a qualified firm capable of delivering a practical, implementable, and FEMA-approvable plan.

15. Project Timeline. The anticipated project duration is approximately 12–18 months, subject to grant requirements. The Consultant shall propose a detailed timeline that includes:

- Kickoff
- Data collection
- Public meetings
- Draft submission
- TDEM review
- FEMA approval
- Adoption

16. Closing Note. Sterling County intends for this plan update to be practical, implementable, and reflective of local priorities, not merely a compliance document. The selected Consultant should approach this effort as a collaborative planning process that strengthens the County's long-term resilience while meeting all FEMA and TDEM requirements. The County will make reasonable efforts to provide available prior Hazard Mitigation Plan materials, GIS data, and other supporting datasets that may assist in the update process. However, proposers should assume responsibility for identifying, collecting, validating, and developing any additional data necessary to complete the Hazard Mitigation Plan update in accordance with applicable state and federal requirements.

ATTACHMENT D
SAMPLE CONTRACT
[CONTINUE TO NEXT PAGE]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is between Sterling County, Texas, a political subdivision of the State of Texas (the “County”), and [CONTRACTOR] (the “Contractor”). County and Contractor are hereinafter referred to either individually as the “Party,” or collectively as the “Parties.” The Parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

RECITALS

WHEREAS, the County issued a solicitation seeking professional services to develop a Federal Emergency Management Agency (FEMA)-approved Hazard Mitigation Action Plan Update (HMAP);

WHEREAS, Contractor submitted a proposal in response and was selected for award;

WHEREAS, the County desires to retain Contractor to perform the services described in this Agreement in accordance with the terms and conditions herein; and

WHEREAS, Contractor agrees to provide all technical and professional expertise, knowledge, management, and other resources required for producing a FEMA-approved HMAP for the County.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. RESPONSIBILITIES OF THE PARTIES.

1.1. STATEMENT OF WORK; RESPONSIBILITIES OF CONTRACTOR. The Contractor shall perform the Services described in the Statement of Work attached hereto as *Exhibit ____* (the “Statement of Work”), which is incorporated herein by reference as if fully set forth. The Statement of Work provides detailed scope, tasks, and deliverable requirements for this Project.

Without limiting or modifying the requirements set forth in the Statement of Work, and in order to summarize certain core obligations, the Contractor shall:

- A. Be solely responsible for the professional quality, technical accuracy, timeliness, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies, and other materials prepared or furnished under this Agreement (collectively, the “Project Documents”), as well as all consulting and related services performed hereunder (the “Services”).
- B. Perform and deliver the Project Documents and Services in strict compliance with the terms, covenants, and conditions of this Agreement and in accordance with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and officially adopted standards in effect at the time the Services are performed.
- C. Coordinate with the County to schedule and conduct a minimum of three (3) planning workshops and three (3) public meetings. The Contractor shall prepare all agendas, presentation materials, notices, and supporting documentation for such meetings.

- D. Facilitate the formation and operation of a hazard mitigation planning committee and maintain a structured document and information tracking system to manage requested data, meeting records, and plan development materials.
- E. Develop and implement a public involvement strategy, including preparation of public and stakeholder presentations and development of a public survey designed to solicit meaningful input for incorporation into the HMAP.
- F. Prepare and distribute capability assessment materials to the County and participating jurisdictions and review existing plans, studies, reports, and technical information for incorporation into the HMAP, as appropriate.
- G. Conduct a comprehensive hazard analysis and risk and vulnerability assessment for the HMAP, including data collection, development of data worksheets, identification of potential mitigation measures, assessment of local capabilities, and calculation of hazard loss estimates, as applicable.
- H. Facilitate identification and prioritization of hazard mitigation strategies and actions for inclusion in the HMAP.
- I. Develop the format and structure of the HMAP; prepare and draft all required sections of the HMAP; and compile and maintain documentation of meetings and planning activities necessary to support plan certification and approval.
- J. Submit a preliminary draft of the HMAP to the County for review and comment; revise the HMAP as necessary; and, upon County authorization, submit the draft HMAP to the Texas Division of Emergency Management (“TDEM”) for review.
- K. Complete the applicable plan review tools and address all comments or required revisions from TDEM. Following TDEM approval and submission to FEMA, revise the HMAP and associated review documentation as required to obtain FEMA approval.
- L. Upon final FEMA approval, provide the County with an electronic copy of the approved HMAP in an agreed-upon digital format suitable for distribution and record retention.

1.2. RESPONSIBILITIES OF THE COUNTY. The County shall provide cooperation, coordination, and support necessary for the Contractor to perform the Services. At a minimum, the County shall:

- A. Designate a primary point of contact to serve as the County’s authorized representative for purposes of day-to-day coordination under this Agreement. The designated representative shall be responsible for facilitating communication between the Contractor and County departments, consolidating and transmitting County comments on draft deliverables, coordinating internal review processes, and providing timely decisions, approvals, and direction necessary to avoid delay in the performance of the Services.

- B. Provide contact information for department heads, staff, elected officials, and other potential Planning Team members, and distribute meeting notices prepared by the Contractor regarding upcoming meetings and workshops.
- C. Establish, in coordination with the Contractor, the dates, times, and locations of all required meetings and workshops, including public meetings.
- D. In conjunction with the Contractor, compile and maintain a list of stakeholders with an interest in the HMAP and provide notice of meetings to such stakeholders.
- E. Advertise all required public and stakeholder meetings related to the HMAP on the County's official website and/or in the legal notice section of a newspaper of general circulation, as applicable.
- F. Furnish or make available a projector and screen suitable for presentations at each meeting. If such equipment will not be available, the County shall notify the Contractor in advance so that alternate arrangements may be made.
- G. Make available to the Contractor all pertinent and reasonably available data necessary for preparation of the HMAP, including but not limited to:
- Available GIS data and mapping files;
 - Information regarding past mitigation activities or grant-funded projects, including project descriptions, dates, funding amounts, and completion status; and
 - Current status documentation for the National Flood Insurance Program (NFIP), if applicable.
- H. Review documents, draft materials, and other submissions provided by the Contractor and provide comments, approvals, or requested revisions in a timely manner so as not to cause unreasonable delay in the progress of the Services.
- I. Be responsible for formally adopting the Hazard Mitigation Action Plan by resolution or other legally required action following receipt of FEMA Approval Pending Adoption (APA) status. Upon request, the Contractor shall provide a sample adoption resolution for the County's consideration.
- J. Provide, at the County's expense, all services, information, notices, advertising, and other support required under this Section. The County shall use reasonable efforts to ensure the accuracy of information provided to the Contractor and shall promptly notify the Contractor of any known inaccuracies or material omissions.
- K. Retain sole responsibility for grant administration and management, including but not limited to:
- Preparation and submission of required quarterly or periodic reports;
 - Review and processing of contracts and invoices;
 - Preparation and submission of reimbursement requests with supporting documentation;
 - Collection and maintenance of in-kind contribution documentation from participating jurisdictions, if applicable; and
 - Preparation and organization of files and documentation necessary for grant closeout.

2. TERM.

- A. Contractor agrees to commence work on the day of execution of this Agreement and continue work until final FEMA approval of the HMAP.
- B. This Agreement may be extended upon the execution of an additional written Letter of Agreement signed by Contractor and County.
- C. Contractor may modify the time of performance upon written approval from County.

3. INVOICES AND COMPENSATION.

- A. The County agrees to pay Contractor for the satisfactory performance of services in an amount not to exceed \$ _____, as detailed in *Exhibit* ____.
- B. Contractor and the County shall negotiate mutually agreeable terms and compensation for completing additional services beyond those stated in the Agreement, should the need arise.
- C. Contractor shall invoice the County monthly via email. Each invoice shall include a description of work completed.
- D. Contractor will invoice the County up to 90 percent (%) of the contract amount. A final invoice will be submitted upon approval of the HMAP by FEMA for 10 percent (%) of the entire contract amount.
- E. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code (“Texas Prompt Payment Act”), subject to County’s receipt and approval of proper invoices. If the County objects to any itemized entries on an invoice, the County will promptly notify Contractor of the objection(s) and payment for those specific entries may be delayed until the objection(s) are resolved.
- F. No expenses shall be reimbursed unless specifically authorized in *Exhibit* ____ or approved in writing in advance.

4. OWNERSHIP OF MATERIALS.

All Project Documents, reports, plans, studies, data, drawings, deliverables, and other materials prepared, developed, or furnished by the Contractor under this Agreement (collectively, the “Work Product”) shall become the sole property of the County upon submission, whether or not the project is completed or the Agreement is terminated.

The County shall have the right to use, reproduce, modify, or distribute the Work Product for any purpose related to its governmental operations, including future updates to the Hazard Mitigation Plan, without additional compensation to the Contractor.

The Contractor may retain copies of the Work Product for its internal records, but shall not use the Work Product for any other project or purpose without the prior written consent of the County.

5. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and not an agent, employee, or representative of the County. Nothing in this Agreement shall be construed to create a joint venture or partnership.

- 6. COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and rules in the performance of services under this Agreement.
- 7. RECORDS AND ACCESS.** Contractor shall maintain complete and accurate records of all matters related to the services performed for a period of four (4) years after final payment. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

8. DELIVERABLES, REVIEW, AND REMEDIES.

8.1. COUNTY REVIEW AND CORRECTION. The County may review all Project Documents and Services and provide written notice of any defective, incomplete, or nonconforming deliverables. The Contractor shall correct, replace, or re-perform such deliverables at its own cost to meet the Agreement requirements.

8.2. ACCEPTANCE OF NONCONFORMING DELIVERABLES. In lieu of requiring immediate correction, the County may elect to accept defective or nonconforming deliverables. If acceptance occurs prior to final payment, the County and Contractor shall agree in writing on an equitable reduction in compensation to reflect diminished value. If acceptance occurs after final payment, the Contractor shall promptly refund the agreed-upon amount. Acceptance shall not waive the County's right to require correction or replacement or any warranty obligations.

8.3. DOCUMENTATION AND PAYMENT. The Contractor shall maintain records of all corrections or revisions. Payment may be withheld or adjusted to reflect nonconforming deliverables, as described above, until satisfactory resolution.

9. CURE, BREACHES, AND TERMINATION.

9.1. OPPORTUNITY TO CURE. In the event that the Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of thirty (30) days in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate the Contractor's liability for liquidated or other damages, or otherwise affects any other remedies available against the Contractor under the Agreement or by law.

9.2. TERMINATION PROVISIONS.

- A.** The County may terminate this Agreement, or any portion of it, by serving a notice of termination to the contractor, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of the County or for default of the contractor.
- B.** If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the Agreement and identify a reasonable time period for the contractor to

cure such default or provide evidence sufficient to prove to the County's reasonable satisfaction that such default does not, in fact, exist.

- C. The County's performance is contingent upon the availability and appropriation of sufficient funds. If funds are not appropriated or are otherwise unavailable, the County may terminate this Agreement with no further liability upon written notice to Contractor.
- D. Upon termination of this Agreement, regardless of the reason for termination, both Parties shall be released from any further obligations under this Agreement, except for those obligations that expressly survive termination, including but not limited to confidentiality, indemnification, and payment for services rendered up to the effective date of termination. In the event of termination, the Contractor shall promptly return any property or materials belonging to the County, and both Parties shall settle any outstanding payments or accounts due. Termination shall not affect any rights or remedies that either Party may have accrued prior to the date of termination.

10. INSURANCE AND INDEMNITY.

- A. The Contractor agrees to maintain, at its own expense, sufficient insurance coverage to adequately protect against all risks arising from the performance of this Agreement and to list the County as an additional insured on such policies. Upon request, the Contractor shall provide certificates of insurance or waivers of subrogation to the County as evidence of such coverage.
- B. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, OR LIABILITIES ARISING OUT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT.

11. ASSIGNMENT AND SUBCONTRACTING. Contractor may not assign, transfer, or subcontract any rights or obligations under this Agreement without the County's prior written consent.

12. DISPUTE RESOLUTION. Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved in accordance with Chapter 2009 of the Texas Government Code. The Parties agree that prior to initiating any legal action, they will engage in the process specified under said chapter, including, but not limited to, any applicable mediation, negotiation, or other procedures required under Texas law. Should the dispute not be resolved through such methods, the Parties may pursue other remedies available under Texas law.

12. NOTICES. All notices, demands, consents, approvals, or other communications required or permitted under this Agreement (collectively, "Notices") shall be in writing and shall be deemed given: (i) when delivered in person; (ii) upon receipt if sent by a nationally recognized overnight courier service; (iii) upon deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested; or (iv) upon confirmation of delivery if sent by email, provided that a duplicate copy is also sent by one of the other methods listed above within two (2) business days. Notices shall be addressed as follows:

County: Sterling County, TX
Box 819
Sterling City, TX 76951

Belinda Counts
County Judge
Email: b.counts@co.sterling.tx.us
Phone: (325) 378-3481

Contractor: CONTRACTOR NAME
ADDRESS LN 1
ADDRESS LN 2
NAME
TITLE
Email:
Phone:

13. STATE OF TEXAS CONTRACT PROVISIONS. The Contractor agrees to comply with all applicable contract clauses required by the State of Texas, as outlined in *Exhibit _____*. The Contractor acknowledges that these clauses are incorporated into this Agreement by reference and shall be binding upon the Contractor. The Contractor further agrees to adhere to all requirements and obligations imposed by the State of Texas with respect to the performance of this Agreement, including, but not limited to, compliance with all applicable laws, rules, regulations, and policies.

14. FEDERAL CONTRACT PROVISIONS.

14.1. CLEAN AIR ACT. The 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 County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

14.2. FEDERAL WATER POLLUTION CONTROL ACT. The 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.

The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Texas Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

14.3. SUSPENSION AND DEBARMENT. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's

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).

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

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

14.4. BYRD ANTI-LOBBYING AMENDMENT. Contractors who apply or bid for an award of more than \$100,000 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 who in turn will forward the certification(s) to the federal agency.

14.5. PROCUREMENT OF RECOVERED MATERIALS. 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—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14.6. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

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

- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) *Exceptions.*
- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d) *Reporting requirement.*
- 1)) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services
- e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

14.7. DOMESTIC PREFERENCES FOR PROCUREMENTS. The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

15. MISCELLANEOUS.

15.1. ENTIRE AGREEMENT. This Agreement and all exhibits and attachments constitute the entire understanding between the Parties and supersede all prior representations and agreements.

15.2. AMENDMENTS. This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties. No pre-printed, standard, or additional terms contained in any invoice, confirmation, correspondence, or other document issued by the Contractor shall modify, supersede, or otherwise alter the terms, covenants, or conditions of this Agreement unless expressly agreed to in writing by the County.

15.3. NO WAIVER. Failure to enforce any provision shall not constitute a waiver of the right to do so later.

15.4. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder shall remain enforceable. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15.5. CONFLICTS; ORDER OF PRECEDENCE. In the event of any conflict, inconsistency, or ambiguity between the provisions of this Agreement and any exhibit, attachment, addendum, or incorporated document, the following order of precedence shall govern, unless expressly stated otherwise:

1. This Agreement, including any written amendments duly executed by both Parties;
2. Any grant agreement or funding conditions applicable to the Project;
3. Exhibits and attachments to this Agreement (including the Statement of Work);
4. The Request for Proposals Document;
5. The Contractor's proposal.

To the extent a conflict exists between federal or state grant requirements and any provision of this Agreement, applicable federal or state law and grant conditions shall control.

Any ambiguity in this Agreement shall not be construed against either Party as the drafter. The Parties agree that this Agreement shall be interpreted to give effect to its overall intent and to ensure compliance with applicable laws and funding requirements.

SIGNATURES

IN WITNESS WHEREOF, The Parties acknowledge that they have read, understand, and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire agreement between them and supersedes all other communications, written or oral, relating to the subject matter of the Agreement. This Agreement may be executed on counterparts and shall be binding on all Parties as if all signatures were affixed to a single Agreement. An electronic facsimile of this Agreement bearing the authorized signature of either Party shall have the same force and effect as a copy bearing an original signature.

[CONTRACTOR]

STERLING COUNTY, TEXAS

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT E
STATE OF TEXAS CLAUSE ADDENDUM
[CONTINUE TO NEXT PAGE]

ATTACHMENT E

STATE OF TEXAS CONTRACT CLAUSE ADDENDUM

____ (“Contractor”)

____ (“Customer”)

1. BYRD ANTI-LOBBYING AMENDMENT.

Applicability: Clause applies to procurement contracts exceeding \$100,000 that are financed with federal funds.

Contractor certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Contractor to conduct such lobbying activities, Contractor shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Contractor acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

2. CHILD SUPPORT OBLIGATION. Contractor represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Applicability: Clause applies to procurement contracts exceeding \$150,000 financed with federal funds.

Contractor represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

4. COMPLIANCE WITH LAWS, RULES, AND REQUIREMENTS. Contractor represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Contractor represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Contractor, the more restrictive requirement applies.

5. CONTRACT OVERSIGHT. Contractor represents and warrants that it will maintain oversight to ensure that any subcontractor performs in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Applicability: Clause applies to procurement contracts exceeding \$100,000 that are financed with federal funds and involve the employment of mechanics or laborers.

Contractor represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

7. CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM). Contractor represents and warrants its compliance 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.

- 8. CYBERSECURITY TRAINING PROGRAM (STATE CONTRACTOR).** If Contractor has access to any state computer system or database, Contractor shall complete cybersecurity training and verify completion of the training program to the Customer pursuant to and in accordance with Section 2054.5192 of the Government Code.
- 9. DAVIS-BACON ACT AND THE COPELAND ACT.**
Applicability: Clause applies to certain construction contracts financed with federal funds.
Contractor represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).
- 10. DEBARMENT AND SUSPENSION.** Contractor 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 System for Award Management (SAM) maintained by the General Services Administration.
- 11. DEBTS AND DELINQUENCIES.** Contractor acknowledges and agrees that, to the extent Contractor owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Contractor is otherwise owed under the contract or grant may be applied toward any debt Contractor owes the State of Texas until the debt is paid in full. These provisions are effective at any time Contractor owes any such debt or delinquency.
- 12. DISASTER RECOVERY PLAN.**
Applicability: Clause applies for any procurement contract with an entity that has custody of vital state records as defined by Section 441.180(13) of the Texas Government Code.
Upon request of Customer, Contractor shall provide the descriptions of its business continuity and disaster recovery plans.
- 13. DISCLOSURE OF PRIOR STATE EMPLOYMENT.**
Applicability: Clause applies to procurement contracts for consulting services under Chapter 2254 of the Texas Government Code.
In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Contractor certifies that it does not employ an individual who has been employed by Customer or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Contractor has disclosed in its Response the following: (i) the nature of the previous employment with Customer or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
- 14. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS.** Contractor 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.
- 15. DISCRIMINATION PROHIBITED.** In accordance with Section 2105.004 of the Texas Government Code, Contractor represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
- 16. DISPUTE RESOLUTION.** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
- 17. EQUAL EMPLOYMENT OPPORTUNITY.**
Applicability: Clause applies to certain construction contracts financed with federal funds.

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any subcontract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal Government or borrowed on the credit of the federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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 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.

- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided that if the Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government that does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

18. EXCLUDED PARTIES.

Applicability: Clause applies as long as Executive Order No. 13224 is in effect.

Contractor 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. EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of a state agency, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of a state agency, or (3) a person who employs a current or former executive head of a state agency.

- 20. FEDERAL SOLID WASTE DISPOSAL ACT.** Contractor represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 21. FIREARM SUPPRESSOR POLICY.** Contractor certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code §2.102(a) in an action brought by the Attorney General under Texas Government Code §2.104. If Contractor is currently being sued under

Texas Government Code §2.104 or is sued under this section at any point during the duration of this grant, Contractor agrees to immediately disclose the lawsuit and its posture to the Customer.

22. FORMER AGENCY EMPLOYEES.

Applicability: Clause applies to procurement contracts that are consulting services contracts under Chapter 2254 of the Texas Government Code, if appropriated money will be used to make payments under the contract.

Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Customer during the twelve (12) month period immediately prior to the date of execution of the contract.

23. FUNDING LIMITATION. Contractor understands that all obligations of Customer under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Customer if such funds are not appropriated or become unavailable.

24. GOVERNING LAW AND VENUE. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Sterling County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the Customer.

25. INDEMNIFICATION. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMER, AND/OR ITS 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 CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

26. LOBBYING EXPENDITURE RESTRICTION. Contractor represents and warrants that Customer's payments to Contractor and Contractor'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.

27. NO CONFLICTS OF INTEREST. Contractor represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Contractor represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Contractor shall promptly notify Customer.

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

29. OPEN MEETINGS. If the Contractor is a governmental entity, Contractor represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

- 30. POLITICAL POLLING PROHIBITION.** Contractor represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling.
- 31. TEXAS PUBLIC INFORMATION ACT.** Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the contract or grant, 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 State.
- 32. RECORDS RETENTION (FEDERAL).** Contractor represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Customer reserves the right to direct a Contractor to retain documents for a longer period of time or transfer certain records to Customer custody when it is determined the records possess longer term retention value. Contractor must include the substance of this clause in all subawards and subcontracts.
- 33. RECORDS RETENTION (STATE PROCUREMENT).** For the time period specified in Section 441.1855 of the Texas Government Code, Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. Contractor must include the substance of this clause in all subcontracts.
- 34. REMEDIES FOR NONPERFORMANCE.** If Contractor fails to comply with any requirement of the contract, Customer may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to Contractor, may revoke any prior acceptance, may require Contractor to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against Contractor 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 Customer as an agency of the State of Texas or otherwise available to Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- 35. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contractor represents and warrants that it will comply with the requirements of 37 CFR Part 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements") and any implementing regulations issued by the awarding agency, if federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement."
- 36. STATE AUDITOR'S RIGHT TO AUDIT.** Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Contractor or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.
- 37. TERMINATION AND CANCELLATION CIRCUMSTANCES.** Customer reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice. Customer reserves the right, in its sole discretion, to terminate the contract in whole or in part for Contractor's material

breach, provided that Contractor has been given advance written notice specifying the nonperformance and a thirty (30)-calendar-day period in which to cure the breach.

In the event of contract termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Termination or expiration of the contract shall not affect Customer's right to use previously purchased licensed software through the term of each such license, nor any maintenance or support purchased prior to such termination. In the event of contract termination, the Customer's sole and maximum obligation shall be to pay Contractor for previously authorized services completed in accordance with contract requirements and performed prior to the effective date of termination. Customer shall have no other liability, including no liability for any costs associated with the termination.

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

The undersigned hereby certifies that they have reviewed the State of Texas contract clauses and that they fully understand and agree to be bound by these terms.

Authorized Signature

Date