



Bastrop County

REQUEST FOR PROPOSALS

Proposal Reference Number: RFP 25BCP08B

Project Title: Grant Application Writing and Grant Administrative Services of Any Awarded Funds for HMGP DR 5552 (Hazard Mitigation Grant Program FY2025 Post Fire).

Proposal Closing Date: 2 :00 P.M. (CST), September 8, 2025

Table of Contents.....	Page 2
Request for Proposals	
(1) Introduction.....	Page 3
(2) Definitions.....	Page 3
(3) General Information.....	Page 4
(4) RFP Withdrawals and/or Amendments.....	Page 6
(5) Proposal Submittal Requirements.....	Page 6
(6) Proposal Evaluation and Contract Award	Page 7
Appendix A – Scope of Services	
Project Title.....	Page 9
(1) Scope of Services Contact.....	Page 9
(2) Proposal Evaluation Factors.....	Page 9
(3) Key Events Schedule.....	Page 9
(4) Scope of Services	Page 9
(5) Content of Proposal.....	Page 10
(6) Selection Process	Page 11
Appendix B – Proposal	
Proposal Verification.....	Page 14
I Contract Award Information	
(1) Term of Contract.....	Page 15
(2) Federal, State and/or Local Identification Information	Page 15
II Contract Terms and Conditions	
(1) Standard Terms and Conditions.....	Page 15
RFP Acknowledgement Form.....	Page 21
Appendix C – Form CIQ	Page 22
Appendix D – Certificate of Interested Parties (Form 1295)	Page 23
Appendix E – HB 89 Verification Form.....	Page 26
Appendix F – Bastrop County Section 3 Resolution.....	Page 27
Appendix G – Sample Scoresheet.....	Page 31

Bastrop County

Request for Proposals

1. Introduction

- A. Project Overview: Bastrop County is requesting Proposals with the intent of awarding a contract for the services contained in Appendix A – Scope of Services.
- B. RFP Questions:
- i. RFP Clarifications: All questions related to requirements, processes or scope of work for this RFP should be submitted in writing to the Purchasing Agent identified in section 2 below. The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Proposers are encouraged to seek clarification, before submitting a Proposal, of any portion of the Proposal documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and will be uploaded to the Bastrop County website (<http://www.co.bastrop.tx.us/page/pur.Proposals>). All such addenda issued by County prior to the submittal deadline shall be considered part of the RFP. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. Acknowledgement of Addenda: The Proposers must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the County of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The County shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- F. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the County, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the County. This Chapter reads “Prohibition on Contracts with Companies Boycotting Israel”. This form is found in Appendix E.

2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Proposers: The Proposer and the Proposer’s designated contact signing the first page of the Proposal.

County of Bastrop (“County”): The County of Bastrop, Texas.

Bastrop County Purchasing Office: The Bastrop County Purchasing Office is located at 1041 Lovers Lane, Bastrop County 78602. PH: (512) 581-7110; Fax: (512) 581-4228.

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

Purchasing Agent: Bastrop County Purchasing Agent is Leon Scaife:

Phone: (512) 581-7110

E-Mail: leon.scaife@co.bastrop.tx.us

Request for Proposal (RFP): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. Tax Exempt Status: County purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. County will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposers has notified the County, in writing, that the Proposal contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.
- C. Legal Relations and Responsibilities: Proposers shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The County shall have full and complete access to all records, documents and information collected and/or maintained by Proposers in the course of the administration and performance of the Contract. This information shall be made accessible at Proposer's local place of business in the County's jurisdiction, for purposes of inspection, reproduction and audit without restriction.
- D. Application: These standard terms and conditions shall apply to all County of Bastrop (hereafter "County" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements: By submitting a Proposal, the Proposers agrees to provide the County of Bastrop with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Proposal price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Proposal opening.
- F. Legal Compliance: Proposers must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Proposers certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Proposal: The County reserves the right to refuse any and/or all parts of any and or/all

Proposals and to waive formalities in the best interest of the County. Bastrop County does not discriminate on the basis of race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.

- H. Estimated Quantities: If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the County's best estimate, based on past history and anticipated purchases.
- I. Independent Consulting Firm: Proposers agrees that Proposers and Proposer's employees and agents have no employer-employee relationship with County. Proposers agrees that if Proposers is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments: The rights and duties awarded the successful Proposers shall not be assigned to another without the written consent of the Bastrop County Purchasing Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- K. Liens: Proposers shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Proposers or Proposer's vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.
- L. Gratuities/Bribes: Proposers certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposers, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFP or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- M. Financial Participation: Proposers certifies that it has not received compensation from the County to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Proposals: The County desires to receive competitive Proposals, but will declare any Proposal "non-responsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors: In the case of a discrepancy between the unit price and invoice price, the Proposal price (Price per cubic yard) will prevail. The unit-based price of a Proposal that has been opened may not be changed for the purpose of correcting an error in the Proposal price.
- P. Identical Proposals: In the event two or more identical Proposals are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- Q. Withdrawal of Proposals: Proposer may withdraw any submitted Proposal prior to the Proposal submission deadline. Proposer may not withdraw once the proposals have been publicly opened, without the approval of the County's Purchasing Agent. Proposer will be allowed to withdraw proposals that contain substantial mathematical errors in extension. However, once a Proposal has been withdrawn, it can no longer be considered.

- R. Disqualification of Proposers: The County may disqualify Proposer, and their proposal not be considered, for any of the following reasons: Collusion among Proposer; Proposer's default on an existing or previous contract with the County, including failure to deliver goods and/or services of the quality and price Proposal; Proposer's lack of financial stability; any factor concerning the Proposer's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Proposers involved in a current or pending lawsuit with the County; Proposer's attempt to influence the outcome of the solicitation through unauthorized contact with County officials outside of those listed in the solicitation documents; and Proposer's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with a solicitation.
- S. Waiver of Formalities: County reserves the right to reschedule, extend, or cancel this RFP at any time. County reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFP and may consider submissions not made in compliance with this request for proposal if it elects to do so, to the extent permitted by law, although the County will have no obligation for such consideration. The County reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Proposals.
- T. Outstanding Liabilities: Proposer shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposal will be considered non-responsive and not given further consideration if submitted by a Proposer with such outstanding liabilities.
- U. Offset: The County may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the County from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. Solicitation Results: The County normally posts solicitation results on-line after proposals are received and approved in Commissioner's Court. The County's website is www.co.bastrop.tx.us. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work: Proposers shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Proposal. Proposers must obtain written approval from Bastrop County before deviating from the scope of work provided in this request for Proposals. Failure to promptly notify Bastrop County of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Proposal: The cost of submitting a proposal shall be borne by the Proposer, and the County will not be liable for any costs incurred by a Proposers responding to this solicitation.
- Y. 2 CFR 200: Bastrop County follows the procurement standards in 2 CFR 200.317 – 2 CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. The entirety of 2 CFR 200 applies to Federally funded programs/projects and are agreed upon by the contract awardee without exception.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The County reserves the right to withdraw this RFP for any reason.

- B. RFP Amendments: The County reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposer that have registered with the County, but failure to notify shall impose no obligation or liability on the County. All modifications and addendums must be in written form prepared by the County department issuing the solicitation. Proposers is responsible for incorporating any and all modifications and addendums into their Proposals.

5. Proposal Submittal Requirements

- A. Submittal Packet – Required Content: Proposers shall submit one (1) original and four (4) copies as well as one (1) electronic copy of materials that demonstrate their experience in performing a project of this scale and complexity. This submittal packet shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Proposal (Page 14-21).
- B. Submittal Deadline: The deadline for submittal of Proposal is 2:00PM (CST) September 8, 2025. It is the Proposer’s responsibility to have the Proposal correctly marked and hard-copies delivered to the Bastrop County Purchasing Office. No extensions will be granted and no late proposals will be accepted.
- C. Proposals Received Late: Proposer are encouraged to submit their Proposal as soon as possible. The time and date of receipt as recorded in the Bastrop County Purchasing Office shall be the official time of receipt. The County is not responsible for late delivery of mail or other carrier. Late proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal: Any submitted Proposal may be withdrawn or a revised Proposal substituted if a written notice is submitted to the Bastrop County Purchasing Office prior to the submittal deadline. Any interlineations, alteration, erasure or other amendment made before the submittal deadline, must be signed or initialed by the Proposers or the Proposer’s authorized agent, guaranteeing authenticity. Proposal cannot be altered, amended or withdrawn by the Proposers after the submittal deadline.
- E. Proposal Format: All proposals must be prepared in single-space type, on standard 8-1/2” x 11” vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All proposals shall be mailed or hand delivered to Bastrop County. Any other format (via telephone, fax, email, etc.) shall be rejected by the County.
- F. Validity Period: Once the submittal deadline has passed, any Proposal shall constitute an irrevocable Proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal on the terms set forth in the Proposal, such Proposal to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

6. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed Proposals, in accordance with Chapter 262 of the Texas Local Government Code and with the County’s purchasing policy. Bastrop County will score all eligible respondents based on the proposal evaluation factors listed in Appendix A. A contract will be awarded to the most qualified proposer that meets all evaluation factors of this request for proposal and provides or meets all requirements set forth by Bastrop County in this RFP. The selected Proposers must NOT be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Proposer’s status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. **The County has the right to reject any and/or all Responses.**
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP,

County alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposers or waived by the County, such that the Proposal may be considered for award.

- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposers with specifications, instructions and all conditions shall be construed in the favor of the County. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Unit based price Prices and Extensions: If unit based prices and their extensions do not coincide, the County may accept the price most beneficial to the County, and the Proposers will be bound thereby.
- F. Firm Prices: Unless otherwise stated in the specifications, Proposer's prices remain firm for 90 days from date of Proposal opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of Proposal opening, the CONSULTING FIRM and the County may mutually agree to extend the firm price period.
- G. Additional Information: County may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.
- H. Partial Contract Award: County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposer based on the unit prices proposed in response to this request, or to reject any and all proposals and re-solicit for proposals, as deemed to be in the best interest of County.
- I. Debarment: The selected Proposers must **NOT** be debarred from any federal and/or state agency and Bastrop County will conduct a review of the Proposer's status on SAM.Gov. The Bastrop County Commissioners Court will make the final selection and award. The County has the right to reject any and/or all Responses.

****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY****

Appendix A – Scope of Services

Project Title: Grant Application Writing and Grant Administrative Services of Any Awarded Funds for HMGP DR 5552 (Hazard Mitigation Grant Program FY2025 Post Fire).

1. Scope of Services Contact:

Questions about the technical nature of the Scope of Services, etc. may be directed to Bastrop County Purchasing Agent, Leon Scaife through e-mail at leon.scaife@co.bastrop.tx.us

2. Proposal Evaluation Factors:

EVALUATION CRITERIA	MAXIMUM POINTS								
Experience-technical proposal (Past experience / timeframe to begin / schedule of work)	30								
Work Performance (Past projects completed in compliance with all federal requirements/references)	25								
Capacity to Perform/Attend Meetings (Qualifications of staff / Understanding of requested services)	20								
HUB / Affirmative Action (Proof of current status)	5								
Proposed Cost (Pre-Award/Application Writing Fees / Post-Award Fees for Environmental Services and Administration/Management) <i>EXAMPLE:</i> Any Required Environmental Assessments are billed at an hourly rate with a Not-To-Exceed value for each assessment. <table border="1" style="margin-top: 10px; width: 100%;"> <tr> <th>Management of Projects:</th><th>Fee</th></tr> <tr> <td>Up to \$100,000</td><td>\$ 5,000.00</td></tr> <tr> <td>\$100,000 - \$500,000</td><td>\$ 12,000.00</td></tr> <tr> <td>\$500,000 +</td><td>\$ 15,000.00</td></tr> </table>	Management of Projects:	Fee	Up to \$100,000	\$ 5,000.00	\$100,000 - \$500,000	\$ 12,000.00	\$500,000 +	\$ 15,000.00	20
Management of Projects:	Fee								
Up to \$100,000	\$ 5,000.00								
\$100,000 - \$500,000	\$ 12,000.00								
\$500,000 +	\$ 15,000.00								

3. Key Events Schedule:

Proposal Release Date	August 20, 2025
Deadline for Submittal of Written Questions	5 PM, September 3, 2025
Sealed Proposals Due to and Opened by County	2PM, September 8, 2025
Anticipated Award Date	September 2025

4. Scope of Services:

Project Overview:

Bastrop County is seeking to enter into a professional services contract with a competent management/consulting firm to assist in the application preparation and overall management required by the County to apply for and implement any awarded funds for the FEMA Hazard Mitigation Grant Program (HMGP) in reference to DR 5552 (FY2025 Post Fire). The key purpose of these disaster grant funds is to help

implement hazard mitigation measures after wildfire disasters. Applications will need to list projects that address the

The following activities are considered examples of eligible projects and Bastrop County will work with the awarded Consulting Firm to develop a project(s):

Wildfire Mitigation

- Defensible space
- Reducing hazardous fuels
- Removing standing burned trees
- Ignition-resistant construction

5% Initiative

- Installing warning signs
- Infrastructure Retrofit
- Strengthen or harden water systems that were burned and caused contamination.

Soil and Slope Stabilization

- Reseeding ground cover
- Planting grass to prevent the spread of noxious weeds
- Mulching with straw or chipped wood
- Placing logs/other erosion barriers to catch sediment on slopes
- Installing debris traps to modify road and trail drainage mechanisms

Post-Wildfire Flood Prevention and Sediment

- Modifying or removing culverts
- Adding drainage dips and constructing emergency spillways
- Constructing straw, rock, or log dams in small tributaries to prevent flooding

Unless otherwise noted, the following is a list of requested tasks that the CONSULTING FIRM shall be responsible for:

SCOPE OF WORK #1 (Application):

- CONSULTING FIRM will perform all grant writing and application preparation
- CONSULTING FIRM will perform Benefit-Cost Analysis using FEMA's BCA Software
- CONSULTING FIRM shall attend a Bastrop County mandatory Grant Funded Project Meeting which is hosted by Bastrop County. The applicable consultant or firm must be able to attend these meetings to discuss project schedules and deliverables. All meeting attendees will be notified of meeting cancelation within 72hours.

SCOPE OF WORK #2 (Management of Project Implementation – Awarded Grant Funds):

- CONSULTING FIRM shall be responsible for Financial management;
- CONSULTING FIRM shall be responsible for all project required record-keeping;
- CONSULTING FIRM shall be responsible for all environmental clearance procedures;
- CONSULTING FIRM shall be responsible for real property acquisition procedures under the Uniform Act;
- CONSULTING FIRM shall be responsible for verifying that all equal employment requirements are met;
- CONSULTING FIRM shall be responsible for contract close-out;

5. Content of the Proposal.

Qualified CONSULTING FIRMS must have experience in grant(s)/contract(s) administration. Bastrop County is seeking CONSULTING FIRMS that have the following specific experience:

- a) Experience in writing Federal and State Grant applications.
- b) Past experience in managing federally-funded local public works construction projects.

c) Past experience in managing Hazard Mitigation Grant Programs projects

Please provide within your proposal a list of past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the County on this project and whom would be in attendance of all required project meetings, if your firm is awarded this management services contract.

If requested by the County, the Respondent must promptly provide the County with any additional information reasonably required by County to assist it in making a decision on the qualifications of the Respondent.

Interested and qualified firms or teams are invited to submit one (1) original and four (4) copies as well as one (1) electronic copy (flash drive) of materials that demonstrate their experience in performing a project of this scale and complexity.

6. Selection Process.

Bastrop County will score and rank all eligible respondents based on the selection criteria provided in Appendix A, Section 2 –Proposal Evaluation Factors and in Appendix A, Section 5 – Content of the Proposal. The County will award a contract with the highest scoring respondent. The Bastrop County Commissioners' Court will make the final selection and award. The County has the right to reject any or all Responses.

****THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY****



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

SUMMARY

Governor Abbott and the Texas Division of Emergency Management (TDEM) announce the open application period for the FEMA Hazard Mitigation Grant Program (HMGP) FY2025 Post Fire. The application period is now open and will end on **November 3, 2025**.

FEMA's HMGP-Post Fire assistance helps communities implement hazard mitigation measures after wildfire disasters.

All entities seeking funding under this opportunity must have a FEMA-approved Hazard Mitigation Plan at the time the project is submitted to FEMA for consideration and at the time an award is made, except for projects to develop or update mitigation plans. An exception to this requirement may be requested on a case-by-case basis in accordance with [FEMA's 2025 Hazard Mitigation Assistance Program & Policy Guide](#).

All applications must be received by TDEM through the [Grants Management System](#) (GMS) no later than **November 3, 2025 at 5:00 PM** to be considered for funding.

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Hazard Mitigation Grant Program (HMGP)
FY2025 Post Fire

APPLICANT ELIGIBILITY AND STATE PRIORITIES

Eligibility

Eligible sub-applicants include local governments and communities, state agencies, and private nonprofit organizations providing essential governmental services.

Priorities and Considerations

- Eligible jurisdictions within the declared counties for the disaster declaration, which includes all FMAGs from 10/1/24 to 9/30/25
- Projects that address the principal hazards associated with the disaster declaration (including requests made for assistance from the Texas State Operations Center)
- Projects that demonstrate the greatest community benefit, including high Benefit-Cost-Analysis (BCA) and verifiable population directly served or benefiting from the proposed projects
- Projects that clearly link to the sub-applicants' hazard mitigation plan
- Projects that focus on multi-jurisdictional, regional, watershed, or COG levels

Available Funding

The final funding will not be determined by FEMA until the end of their fiscal year. Currently, \$5.78M is projected to be available. Each additional FMAG declaration through 9/30/25 will add \$963,923 to the funding total.

TIPS FOR APPLICATION DEVELOPMENT

- Demonstrate experience in managing grants as part of submission including understanding federal procurement processes and experience with FEMA's Hazard Mitigation Assistance.
- Contact your TDEM regional hazard mitigation grant coordinator early to assist with preparing a quality application.
- Eligible applicants must apply for funding using the TDEM Grants Management System (GMS). GMS is used to apply for, track, and manage a variety of FEMA grants. To register, please visit <https://grants.tdem.texas.gov/>.



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Contact Information:

Region 1: Unit Chief Natalie Davis

natalie.davis@tdem.texas.gov
Phone: 737-262-4830

Region 2: Section Chief Andrea Sanders

andrea.sanders@tdem.texas.gov
Phone: 737-247-8531

Region 3: Section Chief Tiffany Pate

tiffany.pate@tdem.texas.gov
Phone: 903-312-1237

Region 4: Unit Chief Daniel Stuckert

daniel.stuckert@tdem.texas.gov
Phone: 713-853-5219

Region 5: Section Chief John O'Valle

john.ovalle@tdem.texas.gov
Phone: 956-227-0696

Region 6: Section Chief Judy Lucio

judy.lucio@tdem.texas.gov
Phone: 512-538-5382

Region 7: Section Chief Ismael Castro

ismael.castro@tdem.texas.gov
Phone: 915-234-3513

Region 8: Section Chief Kevin Enoch

kevin.enoch@tdem.texas.gov
Phone: 512-431-7449

[Regional Chiefs Map](#)

EXAMPLES OF ELIGIBLE ACTIVITIES *

Wildfire Mitigation

- ✓ Defensible space
- ✓ Reducing hazardous fuels
- ✓ Removing standing burned trees
- ✓ Ignition-resistant construction

5% Initiative

- ✓ Installing warning signs
- ✓ Infrastructure Retrofit
- ✓ Strengthen or harden water systems that were burned and caused contamination

Soil and Slope Stabilization

- ✓ Reseeding ground cover
- ✓ Planting grass to prevent the spread of noxious weeds
- ✓ Mulching with straw or chipped wood
- ✓ Placing logs/other erosion barriers to catch sediment on slopes
- ✓ Installing debris traps to modify road and trail drainage mechanisms

Post-Wildfire Flood Prevention and Sediment

- ✓ Modifying or removing culverts
- ✓ Adding drainage dips and constructing emergency spillways
- ✓ Constructing straw, rock, or log dams in small tributaries to prevent flooding

TRAINING & FEMA PROGRAM INFORMATION

Click on the links below to be redirected for information:

Hazard Mitigation Grant Program Information (FEMA) (Reference)

<https://www.fema.gov/grants/mitigation/hazard-mitigation>

TDEM Applicant Information Sessions (Highly Recommended)

Applicants are strongly encouraged to participate in an information session which will review grant requirements and provide an opportunity to ask questions. Click [here](#) to register.

Federal Procurement Training (Highly Recommended)

[TDEM Federal Procurement Training](#)

TDEM Benefit-Cost Analysis (BCA) Overview (Highly Recommended)

Applicants with construction projects are encouraged to participate in an information session on the methods for demonstrating cost effectiveness. Click [here](#) to register.

Required Grant Terms and Conditions (Review Only)

Prior to application, please review the grant terms and conditions that are required under this NOFO. [Click Here](#)

Appendix B – Proposal Verification

Submittal Checklist: (To determine validity of Proposal - any proposals received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFP)

- _____ Appendix A (Pages 9 through 13) must be included in the Proposal submittal.
- _____ Appendix B (Pages 14 through 21) must be completed, signed and included in the Proposal submittal.
- _____ Appendix C - Conflict of Interest Form (CIQ Form) (Page 22) must be completed, signed and included in the Proposal submittal.
- _____ Appendix E - HB 89 Verification Form (Page 26) must be completed, signed and included in the Proposal submittal.
- _____ Proof of Consulting Firm's Ability to Meet the Insurance Requirements (Page 20).
- _____ Signed Addendum(s) (If any are issued by Owner).

All Proposals submitted to Bastrop County shall include this page with the submitted Proposal.

RFP Number:	RFP 25BCP08B		
Project Title:	Grant Application Writing and Grant Administrative Services of Any Awarded Funds for HMGP DR 5552 (Hazard Mitigation Grant Program FY2025 Post Fire).		
Submittal Deadline:	2:00 P.M. (CST), September 8, 2025		
Submit hard-copies to:	<u>MAIL:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602	<u>HAND DELIVER:</u> Bastrop County Purchasing Department: Attn: Leon Scaife 1041 Lovers Lane Bastrop Texas, 78602	
Proposers Information:			
Proposer's Legal Name:			
Address:			
County, State & Zip			
Federal Employers Identification Number #			
Proposer's Point of Contact:			
Phone Number:		Fax Number:	
E-Mail Address:			
Proposers Authorization			
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposers.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

Appendix B – Proposal (continued)

I. CONTRACT AWARD INFORMATION:

A. Term of Contract

Any contract resulting from this RFP shall be effective from the date that the Notice to Proceed is received by the CONSULTING FIRM and shall remain in effect until final Audit and project close-out of all documentation by FEMA and/or TDEM.

B. Federal, State and/or Local Identification Information

- 1) Centralized Master Proposer List registration number: _____
- 2) Prime CONSULTING FIRM HUB / MWBE registration number: _____
- 3) Employer Identification Number (EIN)/Federal Tax Identification Number: _____
- 4) An individual Proposers acting as a sole proprietor must also enter the Proposer's Social Security Number:
_____ - _____ - _____.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSERS MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSERS HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSERS AGREES BY SUBMITTING A PROPOSAL:

1. Standard Terms and Conditions

- A. Taxpayer Identification: Proposer must provide the County with a current W-9 before any goods or services can be procured from the Proposers.
- B. Governing Law and Venue: All Proposal submitted in response to this solicitation and any resulting contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for proposal, or any resulting contract shall be brought before an appropriate court located in the Bastrop County.
- C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

- D. Termination for Cause: The occurrence of any one or more of the following events will justify termination

of the contract by the County for cause:

- i. The successful Proposers fails to perform in accordance with the provisions of these specifications; or
- ii. The successful Proposers violates any of the provisions of these specifications; or
- iii. The successful Proposers disregards laws or regulations of any public body having jurisdiction; or
- iv. The successful Proposers transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.
- v. If one or more of the events identified in Subparagraphs I (i) through (iv) occurs, the County may, terminate the contract by giving the successful Proposers seven (7) Calendar days written notice. In such case, the successful Proposers shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposers shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- vi. When the contract has been so terminated by the County, such termination shall not affect any rights or remedies of the County then existing, or which may thereafter accrue.

A "Termination for Cause" clause will be added to selected Proposer's contract with Bastrop County.

- E. Termination for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

A "Termination for Convenience" clause will be added to selected Proposer's contract with Bastrop County.

- F. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Bastrop County.

- G. Prohibition on certain telecommunications and video surveillance services or equipment:

- a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the

Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

H. Domestic preferences for procurements:

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - 1. “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.
 - 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184. [85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

I. Procurement of recovered materials:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

J. Debarment and Suspension (Executive Orders 12549 and 12689):

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

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):

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

- L. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- M. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- N. Affirmative Action/EOE: Bastrop County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. See Appendix F - Bastrop County Section 3 Resolution. During the performance of an awarded contract, the CONSULTING FIRM agrees as follows:
1. The CONSULTING FIRM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTING FIRM 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 CONSULTING FIRM 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 CONSULTING FIRM will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTING FIRM, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The CONSULTING FIRM will not discourage 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 or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTING FIRM's legal duty to furnish information.
 4. The CONSULTING FIRM 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 CONSULTING FIRM's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The CONSULTING FIRM 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 CONSULTING FIRM 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 CONSULTING FIRM'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 CONSULTING FIRM 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 CONSULTING FIRM will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The CONSULTING FIRM 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 CONSULTING FIRM becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONSULTING FIRM may request the United States to enter into such litigation to protect the interests of the United States.
9. The applicant 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 applicant 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 which does not participate in work on or under the contract.
10. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONSULTING FIRMS 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.
11. The applicant 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 CONSULTING FIRM 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 CONSULTING FIRMS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant 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 applicant 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.

12. Subcontracts. Each nonexempt prime CONSULTING FIRM or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- O. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by Bastrop County, payment terms for the County are Net 30 days upon receipt of invoice after receipt of goods or services. Pay applications must be submitted to the Bastrop County for approval and processing for payment. Bastrop County will pay approved invoices based on percentage of completion at the time of pay application submission pending verification from Bastrop County. Final approval will be based on an inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFP. This price is full compensation for all task listed in the Proposal submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Bastrop County will NOT pay any fees to the vendor other than the agreed upon Proposal price.
- P. Funding: State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- Q. Taxes: The County is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Proposer's invoice, they will not be paid.
- R. Insurance: The Proposers, consistent with its status as an independent CONSULTING FIRM, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the CONSULTING FIRM, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

CONSULTING FIRM shall submit proof to Bastrop County that said CONSULTING FIRM has the ability to meet all insurance requirements listed above.

- S. Indemnification: Proposers agrees to defend, indemnify and hold harmless the County of Bastrop, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Proposer's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Proposers, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the County, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Proposers and County, responsibility and indemnity, if any, shall be apportioned comparatively in

accordance with the laws of the State of Texas, without waiving any governmental immunity available to the County under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN SUBMITTING A RESPONSE TO THIS RFP, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, THE COUNTY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE COUNTY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFP, INCLUDING, THE ADMINISTRATION OF THE RFP, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A PROPOSAL CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFP. THE PERSON SIGNING ON BEHALF OF PROPOSERS CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE PROPOSAL ON BEHALF OF THE PROPOSERS AND TO BIND THE PROPOSERS TO ANY RESULTING CONTRACT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR PROPOSALS:

Authorized Signatory for Consulting Firm:

Name of Company:

Date:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

APPENDIX D

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908](#) of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules ([Chapter 46](#)) to implement the law. The Commission does not have any additional authority to enforce or interpret [section 2252.908](#) of the Government Code.

Filing Process:

A business entity must use the [Form 1295 filing application](#) the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a “certification of filing.”

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission’s filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Changes to Form 1295

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;

- A contract related to health and human services if: o the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available [here](#)).

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 VERIFICATION

I, _____, the undersigned representative of

(hereafter referred to as company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named
Company, business or individual with Bastrop County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DATE
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE ____ day of _____, 20____, personally
appeared _____, the above-named
person, who after by me being duly sworn, did swear and confirm that the above
is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

APPENDIX F

RESOLUTION

AN AMENDMENT TO A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF BASTROP, TEXAS DATED APRIL 22, 2013 AUTHORIZING THE COUNTY JUDGE OR HIS DESIGNEE TO IMPLEMENT A SECTION 3 PROGRAM, WHICH TO THE GREATEST EXTENT FEASIBLE, WILL PROVIDE JOB TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR SECTION 3 BUSINESSES OF THE AREA IN WHICH THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM/PROJECT IS BEING CARRIED OUT.

WHEREAS; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, requires that Bastrop County ensure that training, employment and other economic opportunities generated by certain HUD financial assistance for housing and Community Development Programs shall, to the greatest extent feasible, be given to low- and very low- income persons, particularly those who are recipients of governmental assistance for housing, and to businesses that provide economic opportunities for these persons, and

WHEREAS; the County of Bastrop has been grant funded for various projects under the Texas Community Development Block Grant Program (CDBG), and

WHEREAS; the County of Bastrop is required to adopt a Section 3 Program as part of the requirements of the grant(s), and

WHEREAS; a Section 3 resident is defined as a public housing resident and/or a low to very-low income person who lives in an area where a CDBG assisted project is located, and

WHEREAS; a Section 3 business is defined as a business that has a Section 3 resident own at least 51 percent or more of the business or have at least 30 percent of the permanent, full-time employees of the business identified as Section 3 residents, and

WHEREAS; the County of Bastrop will strive to attain goals for compliance with Section 3 regulations;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS:

1. The COMMISSIONERS' COURT has reviewed and hereby agrees to Implement the following steps, which, to the greatest extent feasible, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the area in which the CDBG program/project is being carried out.
2. The COMMISSIONERS' COURT hereby agrees to strive to attain goals for compliance with Section 3 regulations by increasing opportunities for employment and contracting with Section 3 residents and businesses where feasible.
3. The COMMISSIONERS' COURT hereby agrees to assign duties related to implementation of this plan to the designated Section 504 and Equal

Opportunity/Fair Housing Officer.

4. The COMMISSIONERS COURT hereby delegates to the County Judge the authority to implement measures that comply with the Section 3 goals and to assign duties for carrying out these measures to County personnel and/or third party consultant(s).
5. The COMMISSIONERS' COURT hereby agrees that the County will Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: public notices; bidding advertisements and bid documents; local advertising media including public signage; and Including Section 3 clauses In all CDBG solicitations and contracts.
6. The COMMISSIONERS' COURT hereby agrees to maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
7. The COMMISSIONERS' COURT hereby agrees to maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
8. The COMMISSIONERS' COURT hereby agrees to require that all Prime contractors and subcontractors on CDBG projects commit to this plan as part of their contract work; monitor the contractors' performance with respect to meeting Section 3 requirements, and require that they submit reports as may be required to the Bastrop County.
9. The COMMISSIONERS' COURT hereby agrees to submit reports as required by the CDBG program regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
10. The COMMISSIONERS' COURT hereby agrees to maintain records for the CDBG program, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.
11. The COMMISSIONERS COURT hereby orders that the following procedures will be implemented to assure compliance with the intent of this Resolution:
 - a. The County Judge will appoint one or more county employees to coordinate the Section 3 responsibilities for compliance and monitoring of all Section 3 activities for CDBG Disaster Recovery Program funded projects. The County may also engage the services of third party consultants to assist.
 - b. Preference shall be awarded to Section 3 Business Concerns according to the following system:

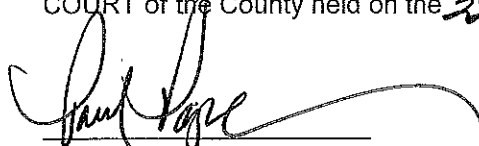
- 1) Where the Section 3 Covered Contract is to be awarded to the lowest responsible bidder, then to the extent permitted by applicable law, the contract, if awarded, shall be awarded to the qualified Section 3 Business Concern with the lowest bid, if it is reasonable and no more than 10 percent higher than the lowest bid from any qualified source. If no bid by a qualified Section 3 Business Concern is within 10 percent of the lowest bid from any qualified source, then any contract award shall be made to the source with the lowest bid.
 - 2) Where the Section 3 Covered Contract is to be awarded based on factors in addition to price, a request for proposals shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each response. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the award to respondents who have demonstrated a commitment to meet Section 3 requirements set out below in Section 11 c. If an award is made, the contract shall be awarded to the responsible firm whose proposal provides the best value to the County, considering price and all other factors specified in the rating system.
- c. In responding to a solicitation (Request for Bids, Request for Proposals, etc.) for a Section 3 covered contract, all contractors and subcontractors are required to comply with the Bastrop County Section 3 Plan. The contractor and the County will review the Section 3 Plan procedures and applicable forms that the contractor will use to report progress toward Section 3 goals. The Section 3 requirements also apply to contracts with consultants for a Section 3 covered contract.
 - d. All general contractors and/or sub-contractors shall set a goal that 30 percent of new hires will be Section 3 residents. Contractors should provide job opportunities for skilled and unskilled workers. All Contractors and Subcontractors will be required to post all new hire opportunities with the local Workforce Solutions Center, WorkinTexas.com, and Bastrop County.
 - e. Bastrop County will analyze and evaluate the contractor's compliance with requirements and obligations set forth in the contract. In the event that a review reveals a contractor has not complied with Section 3 requirements, the County will undertake efforts to help the contractor achieve compliance.
 - f. The contractor and or sub-contractor shall submit monthly

reports regarding the status of each Section 3 participant. An annual report will also be requested from each contractor and/or subcontractor in connection to the performance of each project. This Annual Report will document the efforts and success of all Section 3 participants and subcontractors working under the general contractor, in reaching the percentage goals for employment and business opportunities established in these policies.

- g. The contractor and/or subcontractor shall submit weekly-certified payroll reports to Bastrop County. This report shall be submitted weekly and clearly identify Section 3 Hires.
- h. Bastrop County or its consultant will conduct periodic site visits to the worksite. The Coordinator shall visibly notice each Section 3 hire on site. The general contractor will sign a monitoring form verifying that a Section 3 worker is present.
- i. Complaints regarding the County's Section 3 Program must be submitted in writing. All complaints must include the complainant's name, address, telephone number, and a brief narrative detailing the complaint, including but not limited to, the date of the alleged violation and the date the alleged violation was discovered. Complaints shall be filed within 30 calendar days after the complainant becomes aware of any alleged violation. Bastrop County will investigate every complaint. All parties involved will have the opportunity to submit testimony and/or evidence as may be available and relevant to the complaint, and a written determination will be issued within 30 days after the filing of the complaint. Filing a complaint does not terminate a contractor's Section 3 requirements. Contractors remain accountable for fulfilling the agreed upon Section 3 requirements.

As officers and representatives of the County of Bastrop, we the undersigned have read and fully agree and become a party to the full implementation of this program.

PASSED AND ADOPTED at a regular meeting of the COMMISSIONERS' COURT of the County held on the 22nd day of June 2015.


Paul Pape, County Judge

ATTEST:


Rose Pietsch, County Clerk

FEMA - HMGP Program Management Proposal Rating Scoresheet

Grant Recipient _____

Date of Rating _____

Name of Respondent _____

Evaluator's Name _____

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Experience with application grant writing to include FEMA HMGP	10	_____
2. Past experience with HMGP development, preparation, submission and adoption	10	_____
3. Project Management of federally funded projects	5	_____
4. Federal Procurement Procedures	5	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits/Responds to requests to State agencies in a timely manner	5	_____
2. Past grant funded projects completed on schedule	5	_____
3. Work product is consistently of high quality with low level of errors	5	_____
4. Past grant funded projects have low level of monitoring findings/concerns and offeror responds to monitoring reports in a timely manner	5	_____
5. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	25	_____

Proposed Cost

<u>Factor</u>	<u>Max Pts.</u>	<u>Score</u>
1. Fair and Reasonable Cost of Services	20	_____
Subtotal, Proposed Cost	20	_____

Capacity to Perform / Attend Meetings

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staffing Level / Experience of Staff	10	_____
2. Adequacy of Resources	10	_____
Subtotal, Capacity to Perform	20	_____

Affirmative Action

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. HUB Certified (state comptroller certificate included in proposal) or Small Minority/Women Owned Business (greater than 51% ownership) or other affirmative action efforts	5	_____
Subtotal, Affirmative Action	5	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
Experience	30	_____
Work Performance	25	_____
Proposed Cost	20	_____
Capacity to Perform	20	_____
Affirmative Action (Minority business participation goal)	5	_____
Total Score	100	_____