



Orange County Purchasing Department

714 Polk Street Orange, TX 77630

Phone 409-882-7903

NOTICE TO PROPOSERS

Orange County Commissioners' Court will accept sealed competitive proposals at the Orange County Purchasing Agent's Office located at 714 Polk Street, Orange, Texas until 2:00 p.m., CST, Wednesday,

May 07, 2024 on the following requirements:

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|----------------------------|---|
| PROPOSAL NAME: | INSURANCE-NATIONAL FLOOD INSURANCE PROGRAM (NFIP) |
| PROPOSAL NO: | RFP-24003 |
| DUE DATE/TIME: | 2:00 PM, CST, May 07, 2024 |
| MAIL OR DELIVER TO: | Orange County Purchasing Department 714 Polk Street Orange, TX 77630 |

Proposal instructions and specifications are available at www.co.orange.tx.us or the office of the Orange County Purchasing Agent located at 714 Polk Street, Orange, Texas, 77630. Phone 409-882-7903

Proposals will be publicly opened and only the firm name will be read aloud at the location, time and date above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for the public after the award of the contract, except for trade secrets and confidential information. Proposals received after the advertised proposal time will not be accepted and will be returned unopened.

Orange County reserves the right to award this proposal by unit or by lump sum to the most qualified responsible offeror and to increase or decrease quantities as it deems necessary. Orange County also reserves the right to waive any or all formalities and/or technicalities or to reject any or all proposals if in the best interest of the County.

The successful offeror will offer quality products and/or services meeting or exceeding Orange County specifications. Payment for these products and/or services will be from grants allocated to Orange County or entities within Orange County from Federal or State agencies.

Orange County hereby notifies all offerors that it will affirmatively assure that minority enterprises are afforded full opportunity to submit proposals in response to this RFP, and that they will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

**RFP 24003– INSURANCE
NATIONAL FLOOD INSURANCE PROGRAM (NFIP)**

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Instructions to Proposers

Proposal Submission:

PROPOSAL NAME: INSURANCE-NATIONAL FLOOD INSURANCE PROGRAM
(NFIP)
PROPOSAL NO: RFP-24003
DUE DATE/TIME: 2:00 PM, CST, May 07, 2024
MAIL OR DELIVER TO: Orange County Purchasing Department
714 Polk Street
Orange, TX 77630

Proposals will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened. All proposals shall be sealed in an envelope and **plainly marked with the Proposal Name, Proposal Number, Due Date, and the Proposer's Name and Address.** **Late Proposals will not be accepted and will be returned unopened to the proposer.** Offerors shall forward **an original and five (5) copies of their proposal** to the address shown above. All proposals submitted in response to this Request shall become the property of Orange County and will be a matter of public record available for review.

Questions and/or clarification concerning this RFP must be submitted in writing to Michelle Carroll, Orange County Purchasing Agent, mcarroll@co.orange.tx.us or 714 Polk Street, Orange, Texas, 77630. Deadline for submission of questions and/or clarification is Thursday April 24, 2024 at 2:00 PM, CST. Request received after the deadline will be not be responded to due to the time constraints of this Proposal process.

PROPOSER MUST MONITOR THE ORANGE COUNTY PURCHASING WEBSITE AT www.co.orange.tx.us TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED.

PROPOSER'S ARE RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES. ADDITIONALLY, FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A PROPOSAL BEING DECLARED AS NON-RESPONSIVE.

General Terms and Conditions of Proposal and Term Contracts

Preparation of Proposals

The proposal shall be legibly printed in ink or typed. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the proposer. The proposal shall be legally signed and shall include the complete address of the proposer. Orange County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in proposal prices.

1. **Signatures**

All proposals, notifications, claims, and statements must be signed by an individual authorized to bind the proposer. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the proposer.

2. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the proposal document are grounds for deeming a proposal non-responsive and may result in proposal rejection. Orange County reserves the right to reject any and all proposals and to waive any informalities and minor irregularities or defects in proposals. Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the time set for receipt of proposals. Proposals are an irrevocable offer and may not be withdrawn within 90 days after opening date.

3. **Award**

The proposal will be awarded to the responsible, responsive proposer(s) whose proposal, conforming to the solicitation, will be most advantageous to Orange County – price and other factors considered. Unless otherwise specified in this RFP, Orange County reserves the right to accept a proposal in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Orange County. Any proposer who is in default to Orange County at the time of submittal of the proposal shall have that proposal rejected. Orange County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Orange County, shall be deemed non-responsive and the offer rejected. In evaluating proposals, Orange County shall consider the qualifications of the proposers, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, guarantees of materials and equipment. In addition, Orange County may conduct such investigation as it deems necessary to assist in the evaluation of a proposal and to establish the responsibility, qualifications, and financial ability of the proposers to fulfill the contract. Orange County reserves the right to award this contract on the basis of lowest and best proposal in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all proposals. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear. Orange County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP

4. **Contract**

A response to an RFP is an offer to contract with Orange County based upon the terms, conditions, and specifications contained in the RFP. Proposals do not become contracts unless and until they are executed by Orange County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the RFP, unless any of the terms and conditions is modified by

an RFP Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

5. **Fiscal Funding**

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Orange County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

6. **Addenda and Changes to Proposal Documents**

Each addendum or change issued in relation to this RFP document will be on file in the office of the Purchasing Agent, and will be posted on the Orange County Purchasing web site www.orange.tx.us as soon as possible. It shall be the proposer's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

7. **Specifications**

Unless otherwise stated by the proposer, the proposal will be considered as being in accordance with Orange County's applicable standard specifications, and any special specifications outlined in the proposal document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the proposer in interpreting the requirements of Orange County, and should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the proposer, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. Orange County reserves the right to determine if equipment/ product being proposal is an acceptable alternate. All goods shall be new and unused unless otherwise so stated in the proposal. Any unsolicited alternate proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the proposal, may be considered non-responsive.

8. **Delivery**

Proposals shall include all charges for delivery, packing, crating, containers, etc. Proposals will be considered as being based on F.O.B. destination/delivered freight included. Unless otherwise stated by the proposer in writing on the Proposal Form.

9. **Interpretation of Proposal and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the proposal opening, in order that a written response in the form of an addendum, if required, can be processed before the Proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

10. **Currency**

Prices calculated by the proposer shall be stated in U.S. dollars.

11. **Pricing**

Prices shall be stated in units of quantity specified in the proposal documents. In case of discrepancy in computing the amount of the proposal, the unit price shall govern.

12. **Notice to Proceed/Purchase Order**

The successful proposer may not commence work under this contract until authorized to do so by the Purchasing Agent.

13. **Certification**

By signing the offer section of the Offer to Contract page, proposer certifies:

The submission of the offer did not involve collusion or other anti-competitive practices. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer. The proposer hereby certifies that the individual signing the proposal is an authorized agent for the proposer and has the authority to bind the proposer to the contract.

14. **Minority-Women Business Enterprise Participation**

It is the desire of Orange County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

15. **Grant Funding**

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

16. **HIPPA Compliance**

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPPA" to the extent that the Offeror uses, disclosed or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

17. **Hold Harmless Agreement**

Contractor, the successful offeror, shall indemnify and hold Orange County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to Orange County Purchasing before any work begins.

18. **Waiver of Subrogation**

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Orange County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

19. **Severability**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

20. **Recycled Materials**

Orange County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Orange County will be the sole judge in determining product preference application.

21. **Scanned or Re-Typed Response**

If in its Proposal response, offeror either electronically scans, re-types, or in some way reproduces the County's published Proposal package, then in event of any conflict between the terms and provisions of the County's published Proposal specifications, or any portion thereof, and the terms and provisions of the Proposal response made by offeror, the County's Proposal specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published Proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

22. **Electronic Data**

If offeror obtained the proposal specifications on a disk in or web site order to prepare a response, the proposal must be submitted in hard copy according to the instructions contained in this proposal package. If, in its proposal response, offeror makes any changes whatsoever to the County's published proposal specifications, the County's Proposal specifications as published shall control. It is preferred that you enter your data on the disk, do a print and then return disk and print out. You must return a hard copy proposal and return the disk.

23. **New Millennium Compliance**

All products and/or services furnished as part of this contract must be year 2000 compliant. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

24. **E-Mail Addresses Consent**

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Orange County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Amn. 522.137 as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this Proposal/Proposal or otherwise.

25. **Potential Conflicts of Interest**

An outside consultant or contractor is prohibited from submitting a proposal for services on an Orange County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Orange County. A conflict of interest questionnaire is included to be filled out and returned.

26. **Governing Law**

This Request to proposal is governed by the competitive proposal requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Orange County may request and rely on advice, decisions

and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

27. **Access to Records**

In special circumstances, vendor may be required to allow duly authorized representatives of Orange County or the state and federal government access to contacts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

28. **Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Orange County's interpretation shall govern.

29. **Supplemental Materials**

Offerors are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, must also be in the proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

30. **Material/Color**

Determination Selection of colors of materials is a right reserved by the using department unless otherwise specified in the proposal. Unspecified colors shall be quoted as standard colors, NOT colors which require upcharges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

31. **Inspections**

Orange County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposal item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the proposal as inadequate.

32. **Testing**

Orange County reserves the right to test equipment, supplies, material and goods proposal for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

33. **Disqualification of Offeror**

Upon signing this proposal document, an offeror offering to sell supplies, materials, services, or equipment to Orange County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by an offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple proposals for different products or services.

34. **Assignment**

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Orange County Commissioners Court.

35. **Contract Obligation**

Court must award the contract and the County Judge or other person authorized by the Orange County Court must sign the contract before it becomes binding on Orange County or the offerors. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

36. **Digital Format**

If offeror obtained the proposal specifications in digital format in order to prepare a response, **the proposal must be submitted in hard copy**, according to the instructions contained in this Proposal package. If, in its response, offeror makes any changes whatsoever to the County's published Proposal specifications, the County's proposal specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

37. **Title Transfer**

Title and Risk of Loss of goods shall not pass to Orange County until Orange County actually receives and takes possession of the goods at the point or points of delivery.

38. **Estimated Quantities**

Orange County estimates are based on quantities used the previous year. These projected estimates can be changed by various unforeseen factors, such as the weather, and changes in budgetary conditions. The estimated quantities also do not include orders placed by participating entities. Therefore, these contracts are based on actual annual needs on an as needed basis. There is no intent to buy indicated, or intended, and the County will only pay for material it has properly ordered and received by Orange County.

39. **Participating Local Governments**

A rider is attached to this proposal to indicate the willingness of the proposer to supply materials to participating local governments at the same terms and conditions as is offered to Orange County within this proposal, if the proposer is awarded the proposal. Participation by the other local governments is solely at the option of those governments, and any contract, resulting is strictly between the individual agencies, and the proposer.

40. **Method of Payment**

Invoices shall be sent directly to the:
COUNTY AUDITOR'S OFFICE
123 S. 6th Street
ORANGE, TX 77630

Payments are processed after the Auditor's Office has been notified that the items have been received in good conditions and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Orange County Purchase Order Number for speed in processing. The County will only receive delivery for goods as required, and the County shall only be billed for goods ordered and delivered.

41. **Equivalents of Equal Quality are Acceptable**

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "or equivalent" if not inserted, shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

43. Substitutions after Award of the Contract

After the award of the contract, no substitutions will be made without prior approval from the County Purchasing Agent. Should any items on the contract be discontinued or otherwise become unattainable during the life of the contract, test will be made of substitutes at the discretion of the County Purchasing Agent.

Insurance Requirements

Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award. Before commencing work, the successful proposer shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract. No Purchase Order will be released until all required documents are provided to Orange County Purchasing.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$1,000,000.00 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000.00 products/completed operations aggregate). Coverage for products/completed operations must be maintained for a least two (2) years after the construction work is completed. Coverage must be written on an occurrence form Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.
- (b) Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000.00 per occurrence each accident/\$500,000.00 by disease per-occurrence/\$500,000.00 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful proposer may maintain reasonable and customary deductibles, subject to approval by Orange County.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000.00 per-occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful proposer shall specifically endorse applicable insurance policies as follows:

1. Orange County shall be named as an additional insured with respect to general liability.
2. All liability policies shall contain cross liability and severability of interest clauses
3. A waiver of subrogation in favor of Orange County shall be contained in the workers compensation, general liability, and automobile liability coverage.

4. All insurance policies shall be endorsed to require the insurer to immediately Orange County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Orange County will receive at least sixty (60) days' notice prior to cancellation, non-renewal or termination of the insurance.

All insurance shall be purchased from an insurance company that meets the following requirements:

1. A financial rating of A: VII or better as assigned by the BEST Rating Company.
2. Licensed and admitted to do business in the State of Texas

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

The company is licensed and admitted to do business in the State of Texas, and is a subscriber to

The Federal/State Guaranty Fund if applicable.

The insurances set forth by the insurance company are underwritten on forms, which have been

Approved by the Texas State Board of Insurance.

Sets forth all endorsements and insurance coverage's according to requirements and instructions

Contained herein.

Shall specifically set forth the notice of cancellation or termination provisions to Orange County.

Workers' Compensation Insurance

Purchase Order will NOT be released until vendor provides all required documents to Orange County Purchasing.

1 Definitions:

1.1. **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.2. **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.3. **Persons providing services on the project ("subcontractor") in article 406.096** –

Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

5.1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

5.2. No later than ten (10) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

9.2. Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

9.3. Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.4. Obtain from each person with whom it contracts, and provide to the Contractor:

9.4.1. A certificate of coverage, prior to the other person beginning work on the project; and

9.4.2. The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

9.5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

9.6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.7. Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

General Terms and Conditions of Proposal and Term Contracts

1. Proposal

1.1 Proposals. All Proposals must be submitted on the Proposal form furnished in this package.

1.2 Authorized Signatures. The Proposal must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the Proposal to become a valid Proposal.

1.3 Late Proposals. Proposals must be in the office of the Orange County Purchasing Agent before or at the specified time and date Proposals are due. Proposals received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Proposals Prior to Proposal Opening. A Proposal may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the proposer SER may submit a new Proposal. Proposer assumes full responsibility for submitting a new Proposal before or at the specified time and date Proposals are due. Orange County reserves the right to withdraw a request for Proposals before the opening date.

1.5 Withdrawal of Proposals after Proposal Opening. Proposer agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of Proposals unless otherwise stated in the Proposal and/or specifications.

1.6 Proposal Amounts. Proposals shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the Proposal as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Orange County.

1.7 Exceptions and/or Substitutions. All Proposals meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If Proposal is made on an article other than the one specified, which a proposer considers comparable, the name and grade of said article must be specified in the Proposal and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Orange County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Orange County.

1.8 Alternates. The Request for Proposal and/or specifications may expressly allow proposer to submit an alternate Proposal. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the Proposal specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Proposal Alterations. Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.

1.11 Tax Exempt Status. Orange County is exempt from federal excise tax and state sales tax. Unless the Proposal form or specifications specifically indicate otherwise, the Proposal price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the Proposal price shall not include taxes. Orange County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Orange County Auditor

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy.

Approximate usage does not constitute an order, but only implies the probable quantity that will be used.

Commodities will be ordered on an as-needed basis. Proposer is responsible for accurate final counts.

1.13 Proposal Award. Award of contract shall be made to the most responsible, responsive proposer, whose offer is determined to be the best value, taking into consideration the relative importance of price. Orange County reserves the right to be the sole judge as to whether items Proposal will serve the purpose intended. Orange County reserves the right to accept or reject in part or in whole any Proposal submitted, and to waive any technicalities or informalities for the best interest of the County. Orange County reserves the right to award based upon individual line items, sections or total Proposal.

1.14 Silence of Specifications for Complete Units. All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the Proposal price. Vendor may be required to furnish evidence that the service, as Proposal, will meet or exceed these requirements.

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the Proposal opening. Addenda will be posted on the Orange County Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of Proposal.

1.16 General Proposal Bond/Surety Requirements. Failure to furnish Proposal bond or bonds will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

1.17 General Insurance Requirements. Failure to furnish Affidavit of Insurance, if required in these specifications, will result in Proposal being declared non-responsive. Non-responsive Proposals will not be considered for award.

1.18 Responsiveness. A responsive Proposal shall substantially conform to the requirements of this Request to Proposal and/or specifications contained herein. Proposers who substitute any other terms, conditions, specifications and/or requirements or who qualify their Proposals in such a manner as to nullify or limit their liability to the contracting entity shall have their Proposals deemed non-responsive. Also, Proposals containing any clause that would limit contracting authority shall be considered non-responsive. Examples of nonresponsive Proposals include but shall not be limited to: a) Proposals that fail to conform to required delivery schedules as set forth in the Proposal request; b) Proposals with prices qualified in such a manner that the Proposal price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) Proposals made contingent upon award of other Proposals currently under consideration.

1.19 Responsible Standing of Proposer. To be considered for award, proposer must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/ completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 Proprietary Data. Proposer may, by written request, indicate as confidential any portion(s) of a Proposal that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Orange County will protect from public disclosure such portions of a Proposal, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Proposal Opening. Proposers are invited to be present at the opening of Proposals. After the official opening of Proposals, a period of not less than one week is necessary to evaluate Proposals. The amount of time necessary for Proposal evaluation may vary and is determined solely by the County. Following the Proposal evaluation, all Proposals submitted are available for public review.

2. Performance

2.1 Design, Strength, and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 Age and Manufacture. All tangible goods being proposed must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 11:45 a.m. and 1:00 p.m. to 4:45 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the Proposal form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Orange County purchase order, as necessary to perform contract are to be included in the Proposal price.

2.6 Installation Charges. All charges for assembly, installation and set-up shall be included in the Proposal price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Orange County. Instructions and training shall be at no additional cost to the County.

2.8 Storage. Proposer agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 Compliance with Federal, State, County, and Local Laws. Proposals must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Orange County

or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The proposer will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful proposer will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful proposer will agree to indemnify and hold harmless Orange County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Orange County's request and direction, proposer shall provide product samples and/or testing of items proposal to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following proposal award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the proposer/vendor.

2.13 Acceptability. All articles enumerated in the proposal shall be subject to inspection by an officer designated for that purpose by Orange County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment proposal should be available in Orange County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the proposal sheet as requested or on a separate sheet, as required. If Orange County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a proposer must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the PROPOSER to furnish this documentation will be cause to reject any proposal applying thereto.

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All proposals are subject to tabulation by the Orange County Purchasing Department and recommendation to Orange County Commissioners' Court. Compliance with all proposal requirements and needs of the using department are considered in evaluating proposals. Pricing is not the only criteria for making a recommendation. The Orange County Purchasing Department reserves to right to contact any proposer, at any time, to clarify, verify or requirement information with regard to this proposal.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Orange County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid

invoice. Successful proposer(s) is required to pay subcontractors within ten (10) days after the successful proposer receives payment from the County.

3.4 Funding. Orange County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of proposal and Terms of Contract, Specifications, Plans, Proposal Forms, Addenda, and any other documents made a part of this proposal shall constitute the complete proposal. This proposal, when duly accepted by Orange County, shall constitute a contract equally binding between the successful proposer and Orange County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful proposer shall remain firm for the term of the contract. Contract shall commence on date of award.

4.3 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Orange County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The proposer's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best proposal. Orange County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Orange County reserves the right to terminate the contract for default if the proposer breached any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Orange County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Orange County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Orange County reserves the right to award canceled contract to the next lowest proposer. Proposer, in submitting this proposal, agrees that Orange County shall not be liable to prosecution for damages in the event that the County declares the proposer in default.

4.6 Conflict of Interest. Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Orange County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful vendor shall pay any judgment with cost which may be obtained against Orange County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.9 Warranty. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Orange County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Orange County may correct at the offeror's expense.

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

4.11 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Orange, Texas.

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Orange County.

4.13 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this state

Evaluation Criteria/Contract Award

An evaluation committee will examine all offers. Orange County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Orange County may initiate discussions with offers. Additional information will be accepted during this period from offerors who responded to the original request. Offerors may NOT initiate discussions. It is the intent of the County to award to one contractor who submitted the best evaluated response taking into consideration the relative importance of price and other factors set forth in the RFP.

Award of the Contract shall be made to the responsible offered whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration, proposed landscaping specifications and qualities of the proposed plants which best meets the needs of Orange County. Orange County may use references to make judgments directly affecting the award of this Contract.

Negotiations

Negotiations may be conducted with responsible Contractors(s) who submit proposals that are reasonably susceptible of being selected. Contractors will be ranked in order of preference and contract negotiations will begin with the top ranked Contractor. Should negotiations with the highest ranked Contractor fail to yield a contract, or if the Contractor is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked Contractor, etc. However, the County, may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses.

Term of Contract

This contract will commence on the day of award by Commissioners' Court unless otherwise noted in the proposal or letter of award issued by the Orange County Purchasing Agent. The contract will then remain in effect for one year with the option to renew if agreeable by both parties.

Renewal Option

Orange County may consider a renewal option for three (3) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Orange County Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-proposal. Prices quoted shall remain firm for one (1) year from date of award.

MINIMUM SPECIFICATIONS RFP-24003 – NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

FLOOD INSURANCE

GENERAL CONDITIONS AND REQUIREMENTS

I. General Conditions and Requirements

A. This Orange County, Texas (hereafter referred to as the County) is requesting proposals for flood insurance for property and contents.

B. Proposers may quote several plan options as long as each option is fully explained. All relationships between your company and any company offering coverage must be

revealed, as well as any commission payments or fees that will be paid to the Proposer as a result of this RFP award.

C. Proposals will be received as indicated in the front page of the Request for Proposals.

D. All proposals must be submitted on the Proposal Forms attached hereto, in accordance with all specified conditions. Coverage shall be for one year in accordance with the attached schedule, the first coverage beginning _____, 2024 and the rates quoted shall be guaranteed for that period or the year may begin earlier if mutually agreed or until a subsequent RFP is awarded; with a mutual agreed option to renew three times for each renewal of one (1), additional year – all terms remaining constant, - and based upon Commissioners' Court final approval.

E. Any plan of coverage that offers increased protection from the requirements in the Specifications will be welcomed, but must be submitted separately as an alternate proposal.

F. Any restrictions, deviations or other modifications which alter or reduce coverage as specified in this RFP must be shown separately and explained in writing. Failure to attach an explanation of deviations to this proposal will indicate your acceptance of the specifications as written.

G. Proposers are required to submit specimen coverage documents, agreements, and/or contracts The County will be required to sign in order to purchase the coverage quoted.

H. Please indicate the method for payment and any optional methods that may be available.

I. The successful proposer will agree to accept the final adjusted values at the coverage anniversary date.

J. Due care and diligence has been used in the preparation of these specifications and the Information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the proposer. The County and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the proposer to determine the full extent of the exposures.

K. Proposals shall be based on the underwriting information furnished by the County. Loss data is believed to be correct but is not warranted. If inspections are required, please coordinate them through the Risk Management Coordinator, Missy Pillsbury, 409-882-7861.

II. Minimum Qualifications

A. Proposers responding to this RFP must be licensed and/or authorized to do business in Texas and have at least 5 years experience writing property/casualty coverage in Texas. Proposer qualifications must be included as an exhibit to your proposal.

B. Proposers must attach a brief biography describing the experience of the person assigned to handle this account.

III. Evaluation Scoring Criteria

All proposals will be evaluated by a County Selection Committee (Committee). The County Selection Committee may be composed of County staff and other parties that may have relevant expertise or experience. The Committee will select a contractor in accordance with the evaluation criteria set forth

in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

All contact during the evaluation phase shall be through the Orange County Purchasing Department only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact and/or influence members of the Committee may result in disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Proposers are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible proposer whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the proposer(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response. The basic information needed by this RFP should be considered as minimum requirements. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited. Each of the following Evaluation Criteria below will be used in ranking and determining the quality of proposal. Proposals will be evaluated according to each Evaluation Criteria, and scored on a five point scale. The scores for all the Evaluation Criteria will then be added according to their assigned weight (below) to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred fifty (150) points.

The zero to 100% scale range is defined as follows:

0% Not Acceptable Non-responsive, fails to meet RFP specification. The approach has no probability of success. A mandatory requirement that scores at this level will result in disqualification of proposal.

20% Poor Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.

40% Fair Has a reasonable probability of success, however, some objectives may not be met.

60% Average Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.

80% Above Average/
Good Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements And expectations.

100% Excellent/
Exceptional Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and

in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

| Evaluation Criteria | Weight |
|---|-------------------|
| A. Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and do not address each of the qualification listed above will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process. | Pass/Fail |
| B. Financial Stability | Pass/Fail |
| C. Flood Insurance Program : Responses need to describe its in-house procedures for operations of Flood Insurance program for County Government | Pass/Fail |
| D. Public Sector Experience | 10 Points |
| E. Location & Market Access | 10 Points |
| F. References | 10 Points |
| G. Personnel & Management Experience | 10 Points |
| H. Cost | 60 Points |
| TOTAL | 100 POINTS |

PROPOSAL SPECIFICATIONS

RFP-24003 – NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

Orange County is requesting sealed proposals for the following types of insurance coverage: National Flood Insurance Program (NFIP)

The specifications listed are minimum requirements and are intended to govern, in general, the insurance coverage desired.

The insurance coverage including all necessary endorsements furnished under these specifications shall be with an insurer licensed to transact insurance business in the State of Texas or a self insurance pool.

Proposals must be submitted according to specifications; however, a proposer may also submit alternative proposals with recommendations as to why they would be in the best interests of the County.

The County is utilizing the Request for Proposals format and although cost will be the most important consideration in awarding the insurance, the County reserves the right to award the coverage to the proposer who in the opinion of the County will best serve the interests of the County.

The County reserves the right to reject any and all proposals and to waive any formalities or technicalities in any of the proposals.

Specimen policies and forms including all endorsements that would be attached to the policies must be included with the proposal package.

The proposals must indicate whether coverage is subject to audit or is a fixed annual price. Premium charges for changes in exposures during one-year term are acceptable.

Please indicate in the proposals whether or not lines of coverage may be individually purchased or if the proposal is a package only.

The Insurance offered shall meet all Federal and State of Texas regulations and standards in effect and applicable to the insurance furnished.

Any variations from the specifications must be indicated on the proposal or on a separate attachment to the proposal so identified as such.

Descriptive Literature: Each proposer shall submit with this proposal a copy of descriptive literature sufficient in detail to enable an intelligent comparison of coverage.

Evaluation and Award: Cameron County will evaluate and award based on the lowest and best proposal meeting specifications. Ratings, performance and service history will be an important evaluation factor. "Best" ratings shall be included and made a part of the proposal.

INSURANCE COVERAGE SUMMARY & PROPOSAL QUESTIONNAIRE

Orange County desires proposals for flood insurance coverage that is equally as “broad” (or broader) than or similar to the coverage now in force. The proposed coverage will act as primary coverage for scheduled properties in conjunction with the coverage provided by Texas Association of Counties presently in force. N.F.I.P. coverage covers total of 31 properties.

Please review the information provided below before reviewing or completing the following Proposal **Questionnaire**

1. The Proposal Questionnaire serves four basic purposes.

First, it provides proposers with details about the coverage currently in force.

Second, the Questionnaire provides the proposer with a format to be used in detailing the proposed coverage (including coverage options.)

Third, the completed Questionnaire will be used in evaluating the proposals (Therefore, completion is mandatory.)

Fourth, the Questionnaire submitted by the successful proposers will be compared to the insurance policies ultimately issued to make certain that the policies agree with the Proposal Questionnaire.

2. It is estimated that a person who is familiar with the coverage that is being proposed can complete the Proposal Questionnaire in 1 hour.

3. You may complete the Questionnaire by hand. It is not necessary to type the responses.

4. The proposal must include a true and exact copy of the policy language, which is being proposed (including all endorsements, terms and conditions.)

5. When available, please attach complete copies of the underwriter’s “quote” sheet(s).

6. Please attach any additional proposal material that you care to provide with the Proposal Questionnaire.

7. The layout of the Proposal Questionnaire only accommodates a quote for one premium and one deductible option per line of coverage. If you plan to offer several deductible options, we suggest photocopying the appropriate pages within the Proposal Questionnaire and providing the deductible option and resulting premium on the reproduced pages.

8. Proposers are asked to use the “Premium and Policy Period” portion of each insurance coverage section to provide pricing for coverage similar to the coverage now in force (i.e., “base quote”). The “Options” portion of each coverage section should be used to provide additional pricing for each proposed option. When providing the pricing for each proposal “Option”, provide only the additional cost or credit. For example, if you are quoting a \$50,000 Valuable Papers limit within the premium quoted on the base quote and also quoting an option to increase the \$50,000 base VP limit by \$200,000 (\$250,000 total), please use the “options” section of the form to indicate the additional premium increase for the \$200,000 increase in limits, as opposed to using the Options section to reflect the premium for \$250,000 limits.

9. Quoted premiums must include any applicable surplus lines and/or fees.

RFP-24003 – NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

I. Please answer the following questions (Insurance Agency Questionnaire)

- A. Who will have primary responsibility for the County account? _____
1. Number of years in the insurance business: _____
2. Insurance background: _____
3. Educational background: _____
4. Number of other public entities serviced: _____

- B. Who will be the backup person for the County account? _____
1. Number of years in the insurance business: _____
2. Insurance background: _____
3. Educational background: _____
4. Number of other public entities serviced: _____

C. How many Texas public entities does your agency (this office, if a national broker) provide coverage on behalf of:

D. How many public entities do you provide Flood coverage:

E. What is your (this office, if a national broker) estimated premium volume with public entities:

F. What is your estimated premium volume for Flood insurance with the Texas public entities:

G. Has your agency been licensed to sell Flood insurance in Texas for the past five years? ____ Yes ____ No

- H. Please attach a copy of the following documents:
1. A copy of the current license.
2. A certificate for agent's errors and omissions coverage insured for at least \$2,000,000 aggregate limit.

I. Please list services that you provide to assist with the placement of Flood coverage.

Proposer Shall Return Completed Form with Offer

OFFER AND ACCEPTANCE FORM
RFP-24003 – NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

To Orange County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal and any written exceptions in the offer. We understand that the items in this Request for Proposal, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this proposal, which will result in a binding contract if accepted by Orange County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

| | |
|--|---|
| _____ | For clarification of this offer, contact: |
| Company Name | |
| _____ | _____ |
| Address | Name |
| _____ | _____ |
| City State Zip | Phone Fax |
| _____ | _____ |
| Signature of Person Authorized to Sign | E-mail |
| _____ | |
| Printed Name | |
| _____ | |
| Title | |

Proposer Shall Return Completed Form with Offer

VENDOR REFERENCES
RFP-24003 – NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Proposer Shall Return Completed Form with Offer

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Submission of FORM 1295 – Texas Ethics Commission

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (Form 1295) at the time of notification of award.

FORM 1295, Complete Instructions, and Login Instruction are available via the Texas Ethics Commission:

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

Awarded Vendors must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the Orange County Purchasing Department will submit a request to the Awarded Vendor to both:

1. Submit Form 1295 online via the Texas Ethics Commission website link:

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

2. Submit a printed copy of Form 1295, signed by an Authorized Agent of the awarded vendor and **notarized** to the Orange County Purchasing Department, 714 Polk Street, Orange, Texas, 77630.

2. Vendor Registration: System for Award Management (SAM)

The Purchasing Department prior to procuring or entering into contract(s) for any goods/services will check the exclusion or debarment record of the vendor using the System for Award Management (SAM) and document by printing out the verification. The System for Award Management (SAM) is the Official U.S. Government System that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. A copy of the screen print indicating the vendor is not excluded or debarred at the time of the procurement will be included with the paperwork for that purchase and retained with the procurement records.

This policy applies to the procurement of all good(s) or services(s) regardless of unit price or quantity. Vendor(s) will be verified before issuing any new purchase order, blanket purchase order, and contract or single time purchase. Vendor(s) will be verified prior to extending, renegotiating a follow-on contract, or entering into a new contract. Proposal respondents are highly encouraged to check their firm's SAM status prior to proposal submission.

The Purchasing Department shall verify all vendors, utilizing the System for Award Management (SAM).

The Purchasing Department will:

1. Go to the EPLS Website (<https://.SAM.Gov>).
2. The Purchasing Agent or their agent will search the EPLS system for the vendor.
3. If the vendor is found to be debarred, the vendor may not be used.
4. If the vendor is found not to be debarred, print the screen page and retain with the procurement documentation.

Vendors may register at NO COST directly at the SAM website: <https://www.sam.gov>.



Guide for State and Local Governments Applying for Federal Financial Assistance

If you are a state or local government entity registering in SAM.gov to apply for grants or loans, or you have subrecipients who are getting Unique Entity IDs in SAM.gov, here are some resources for you.

Entity Validation

Whether you are getting a Unique Entity ID or registering, you must first validate your entity.

- [Entity Validation Help Resources](#): a list of the most common entity validation questions and answers
- [Video](#) on entity validation
- What validation [documentation](#) do I need?
- [Seven Common Reasons Entity Validation Documents Get Rejected](#)
- [What happens after I submit my entity validation documentation?](#)
- [My entity information has been updated. What do I do now?](#)

Registering in SAM.gov

- If I am applying for a federal grant, [do I need to register in SAM.gov?](#)
- [Quick Start Guide for Financial Assistance Registrations](#)

Getting a Unique Entity ID

- [What's the difference between only getting a Unique Entity ID and entity registration?](#)
- [As a sub-recipient, do I need a Unique Entity ID?](#)
- [Video](#) on how to get your Unique Entity ID without registering
- [Quick Start Guide](#) for Getting a Unique Entity ID

Tips for a successful validation

- Ensure the information you enter in SAM.gov for [legal business name](#), [physical address](#), [start year](#), and [state of incorporation](#) matches the documentation you attach.
- Always respond to emails received from fsdsupport@gsa.gov. If we receive no response, your ticket will be closed after five business days.

Documenting your Public Sector Entity

State and local governments are considered public sector entities. Validating the name, physical address, and when a public sector entity was established often requires additional documentation and a manual review. Find documentation options [here](#).

Common **name and address** documents submitted by public sector entities include:

- Bank statements (redacting information that isn't necessary for entity validation)
- Utility bills (e.g. water, gas, or electric, internet, waste management)

Official documents which specifically address the **establishment (start year and state) of public sector entities** include:

- Municipal charter established/codified by state legislature or local governing body
- Municipal codes establishing an entity
- State government declarations published in official government records
- Governor's declarations published in official government records
- Formal resolution from a town council
- State law related to the entity formation
- Screenshot of your verifiable, official government website with information on entity formation

If you cannot provide the requested documentation (e.g. your town was founded in 1761 and no original documents exist, or your utility bills are paid elsewhere and do not include your name and address), note in the comment section that as a public sector entity you are submitting alternate documentation and select Other Documents in the dropdown. We will review your documentation and comments and provide further instructions for validation.



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 _____ (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

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

FORM CIQ

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

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

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

My address is _____, _____, _____, _____, _____.

(street)

(city)

(state)

(zip code)

(country)

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

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

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

- (2) the vendor:

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

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

ACCEPTANCE OF OFFER
RFP-24003 – NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

The Offer is hereby accepted for the following items:

RFP-24003

Contract Term: One (1) year from date of award with an option to renew for three (3) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Orange County.

This contract shall henceforth be referred to as Contract No. RFP-24003,

Term Contract for National Flood Insurance Program (NFIP). The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Orange County Purchasing Agent.

Countersigned:

John Gothia, County Judge

Date

Attest:

Orange County Clerk

Proposer Shall Return Completed Form with Offer

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Orange County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident proposer" refers to a person who is not a resident.
- (4) "Resident proposer" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident proposer of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident proposer as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

| | |
|---|--|
| Taxpayer Identification Number (T.I.N.): | |
| Company Name submitting proposal/proposal: | |
| Mailing address: | |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |
| | |

Property: List all taxable property owned by you or above partnerships in Orange County.

| Orange County Tax Acct. No.* | Property address or location** |
|------------------------------|--------------------------------|
| | |
| | |
| | |

* This is the property amount identification number assigned by the Orange County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Proposer Shall Return Completed Form with Offer

Proposer Shall Return Completed Form with Offer

PRICING SHEET
RFP-24003 – NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

| ADDRESS | BLDG | COST |
|--|--|------|
| 702 POLK AVE, ORANGE, TX, 77630 | BOAT HOUSE | |
| 708 S BORDER, ORANGE, TX, 77630 | CRIME LAB | |
| 206 S BORDER ST, ORANGE, TX, 77630 | ELECTIONS BLDG A | |
| 206 S BORDER ST, ORANGE, TX, 77630, BLDG B | EVIDENCE BLDG B | |
| 125 S BORDER ST, ORANGE, TX. 77630 | DA OFFICE | |
| 704 S BORDER ST, ORANGE, TX 77630 | SO BLDG | |
| 213 MARKET ST, ORANGE, TX, 77630 | JUVENILE PROBATION | |
| 207 MARKET ST, ORANGE, TX, 77630 | JAIL DORM | |
| 123 SOUTH 6TH STREET, ORANGE, TX | ADM BLDG | |
| 205 S BORDER STREET, ORANGE, TX | JAIL | |
| 10375 HWY 87 N, ORANGE, TX, 77632 | R&B OFFICE PCT1 | |
| 10375 HWY 87 N, ORANGE, TX, 77632 | STORAGE BLDG | |
| 2014 10TH STREET, ORANGE, TX, 77630 | HEALTH CLINIC | |
| 10375 HWY 87 N, ORANGE, TX, 77632 | COMMUNITY CENTER | |
| 110 POLK AVE, ORANGE, TX, 77630 | RECORDS STORAGE | |
| 610 POLK AVE, ORANGE, TX, 77630 | MAINTENANCE | |
| 608 POLK AVE, ORANGE, TX, 77630 | SO MAINTENANCE SHOP | |
| 801 W DIVISION, ORANGE, TX, 77630 | COUNTY CLERK | |
| 801 W DIVISION, ORANGE, TX, 77630 | DISTRICT CLERK | |
| 104 BORDER STREET, ORANGE, TX, 77630 | ADULT PROBATION | |
| 345 CLAIBORNE STREET, VIDOR, TX, 77662 | R&B PCT4 BLDG | |
| 345 CLAIBORNE STREET, VIDOR, TX, 77662 | R&B PCT4 SHOP | |
| 385 CLAIBORNE STREET, VIDOR, TX, 77662 | COMMUNITY CENTER | |
| 375 CLAIBORNE STREET, VIDOR, TX, 77662 | SHERIFF SUB STATION | |
| 365 CLAIBORNE STREET, VIDOR, TX, 77662 | VIDOR WIC BLDG | |
| 205 S BORDER STREET, ORANGE, TX, 77630 | EVIDENCE BLDG | |
| | PURCHASING/FORSENSICS/ MAINTENACE COMPLEX | |
| 714 POLK AVE, ORANGE, TX 77630 | | |
| OTHER FEES/SERVICE | | |
| | TOTAL | |

Proposer Shall Return Completed Form with Offer