

**Advertisement for Request for Proposals
Professional Services for
Grant Application Development and
Grant Management for 2021-2023 Funding of
HMGP, BRIC and FMA Projects**

Jefferson County Drainage District No. 7 (DD7 or District) is seeking submittals in response to this Request for Proposals (RFP 21-004) from qualified firms to provide Professional Services for Grant Application Development and Grant Management for 2021-2023 Funding of Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC), and/or Flood Mitigation Assistance Grant Program (FMA) Grant Projects.

All interested individuals and firms shall obtain a "Request for Proposals" packet from the DD7 website at <https://dd7.org> or request a copy via email to asims@dd7.org.

All responses shall be submitted with an original and three (3) copies of their proposals to the address shown below. The District does not accept proposals electronically. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the names of responding firms will be read aloud in the District boardroom at the time and date below. Proposers are invited to attend the administrative sealed proposal opening.

All proposals shall be submitted to the Jefferson County Drainage District No. 7 in a sealed envelope marked:

REQUEST NAME:	Professional Services for Grant Application Development and Grant Management for 2021-2023 Funding of HMGP, BRIC, and FMA Projects
REQUEST NO:	RFP 21-004
DUE DATE/TIME:	2:00 PM, November 9, 2021
MAIL TO:	Jefferson County Drainage District No. 7 P.O. Box 3244 Port Arthur, Texas 77643-3244
DELIVER TO:	Jefferson County Drainage District No. 7 4749 Twin City Highway, Suite 300 Port Arthur, Texas 77642

Any questions relating to these requirements should be directed to Allen Sims, District Engineer asims@dd7.org



Allen D. Sims, P.E.
District Engineer
Jefferson County Drainage District No. 7

Proposal Submittal Checklist

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the telephone and facsimile numbers of Proposer.
- ☒ An acknowledgment and/or response to each section of the proposal.
- ☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☒ Identification of three (3) entities for which the Proposer is providing or has provided Operational Assessment Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ Same contract with compensation sections blank.
- ☒ One (1) original and three (3) copies of the proposal should be mailed or delivered no later than **2:00 PM CST, November 9, 2021**, to the Jefferson County Drainage District No. 7, *mailing address* – P.O. Box 3244, Port Arthur, TX 77643-3244, *delivery address* – 4749 Twin City Highway, Suite 300, Port Arthur, TX 77642.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

1. Introduction to Proposers

This Request for Proposal (RFP) is to receive proposals from qualified firms to provide Grant Administration and Management Services also known as pre-award and post-award grant services for Hazard Mitigation Assistance (HMA) contract(s), if awarded, from the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). HMA includes FEMA Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC) and Flood Mitigation Assistance Grant Program (FMA).

Drainage District No. 7 is considering applying for such funding to support eligible mitigation projects under the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

Proposers must submit a proposal that includes each individual funding program for which they would like to compete for an awarded contract. Multiple contracts may be awarded as a result of this solicitation.

The following items are provided as general information and specifications as required by Jefferson County Drainage District No. 7.

1.1 Proposer Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 Governing Law

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County Drainage District No. 7 may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the District's Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the District of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the District prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution. The District may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to the District.

1.5 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the District prior to the submission of the proposal or with the proposal.

1.6 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.7 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.8 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and the District's response to questions; (2) the Proposer's Best and Final Offer if requested, and (3) the Proposer's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Proposer's Best and Final Offer if requested; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Proposers response to the RFP.

1.9 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, The District's interpretation shall govern.

1.10 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.11 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.12 Evaluation

The District reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the District's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. The District shall have sole responsibility for determining a reliable source. The District reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of the District.

1.13 Withdrawal of Proposal

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the District Engineer any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.14 Award

The District reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before The District's Board of Director's and present evidence concerning his responsibility.

1.15 Ownership of Proposal

All proposals become the property of the District and will not be returned to Proposers.

1.16 Disqualification of Proposer

Upon signing this proposal document, a Proposer offering to sell supplies, materials, services, or equipment to the District certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the District believes that collusion exists among the Proposers.

1.17 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.18 Assignment

The selected Proposer may not assign, sell, or otherwise transfer this contract without written permission of the District's Board of Director's.

1.19 Contract Obligation

The District's Board of Director's must award the contract, and the District's Board President or other person authorized by the District's Board of Directors must sign the contract before it becomes binding on the District or the Proposer. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.20 Termination

The District reserves the right to terminate the contract for default if the awarded 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 the District may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the District'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.

1.21 Inspections

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

1.22 Loss, Damage, or Claim

The Proposer shall totally indemnify the District against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify the District against all claims of loss or damage to the Proposer's and the District's property, equipment, and/or supplies.

1.23 Taxes

The Proposer and its sub-proposers, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.24 Non-Discrimination

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

1.25 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Proposer's warranty that, except for bona-fide employees or selling agents maintained by the Proposer for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the Proposer will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. Still further Proposer will warrant that to its knowledge and best belief, no one being paid under the agreement between the District and the Proposer, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.26 Waiver of Subrogation

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

1.27 Acknowledgment of Insurance Requirements

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, The District may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.28 General Insurance Requirements

I.	Commercial General Liability Limits:	
	Each Occurrence	\$1,000,000
	Fire Damage to Rented Premises	\$ 100,000
	Medical Expenses	\$ 5,000
	Personal & Adv. Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
II.	Auto Liability Limits:	
	Combined Single Limits for	\$1,000,000
	Owned, Hired & Non-Owned	
III.	Umbrella Liability Limits:	
	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
IV.	Professional Liability Limits:	
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
V.	Worker's Compensation Limits:	
	Workers' Compensation	Statutory
	Employer's Liability	\$ 500,000/500,000/500,000

Prior to commencement of work, Firms shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District. Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the contact listed below.

Diane Smith, Administrative Assistant
Jefferson County Drainage District No. 7
Community Bank Building
4749 Twin City Hwy, Suite 300
Port Arthur, TX 77642
E-mail: dsmith@dd7.org
Phone: (409) 985-4369

1.29 District Holidays 2021

January 18	Monday	Martin Luther King, Jr. Day
February 15	Monday	President's Day
April 2	Friday	Good Friday
May 31	Monday	Memorial Day
July 5	Monday	Independence Day
September 6	Monday	Labor Day
November 11	Thursday	Veteran's Day
November 25 & 26	Thursday & Friday	Thanksgiving
December 23 & 24	Thursday & Friday	Christmas
December 31	Friday	New Year's

The District will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Proposer.

The District will not accept any responsibility for proposals being delivered by third party carriers.

Proposer must submit one (1) original and three (3) exact duplicate, numbered copies of the proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.30 Questions

Questions may be emailed to Allen Sims, District Engineer at:
Asims@dd7.org

1.31 Tentative Schedule of Events

October 23, 2021	Issuance of Request for Proposal
November 9, 2021	Deadline Submission (late proposals will not be
considered) November 9, 2021	Proposals distributed to Evaluation Committee
Week of November 16, 2021	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

2. Response Format

2.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Proposer Identifying Information
- e. Proposer Personnel and Organization
- f. Project Requirements
- g. Cost Proposal for application development as well as administration/management upon award
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the District. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the District. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 Executive Summary

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all the requirements of this RFP. The executive summary must not exceed three (3) pages and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 Proposer Identifying Information

Proposers must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and e-mail address of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number;
- g. Full name and address for each member, partner, and employee of the Proposer (and any sub-proposers) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

2.7 Conflict of Interest

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or sub-proposer, with the District or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or sub-proposer, with any employee of the District or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The District will decide if an actual or perceived conflict should result in proposal disqualification.

Each Proposer must reveal any past or existing relationship between the Proposer, its principal, employees, or any affiliate or sub-proposer, with any District agency, entity, District employee, or other person in anyway involved in the District's procurement and/or contracting processes. It shall be the sole prerogative of the District to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY Proposer TO INCLUDE ALL LISTED
ITEMS MAY RESULT IN THE REJECTION OF ITS
PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 2:00 PM CST, November 9, 2021, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Proposer, the date of the proposal, and the telephone and e-mail address of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided Professional Grant Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and three (3) copies of the proposal should be mailed or delivered to:

Mail to: Jefferson County Drainage District No. 7
P.O. Box 3244
Port Arthur, TX 77643-3244

Deliver to: Jefferson County Drainage District No. 7
4749 Twin City Highway, Suite 300
Port Arthur, TX 77642

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 Introduction

Jefferson County Drainage District No. 7, hereinafter referred to as the District, seeks submittals in response to this Request for Proposals (RFP) from qualified firms to provide Professional Services to provide Grant Administration and Management Services also known as pre-award and post-award grant services for Hazard Mitigation Assistance (HMA) contract(s), if awarded, from the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). HMA includes FEMA Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC) and Flood Mitigation Assistance Grant Program (FMA).

Drainage District No. 7 is considering applying for such funding to support eligible mitigation projects under the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

Proposers are asked to submit a response to the scope of services for each individual funding source that they wish to be considered for contract. The cover page and other previously mentioned submittals can be provided once, with a break out of service experience as it individually relates to this scope of work and the three funding sources (HMGP, BRIC, and FMA).

4.2 Objectives

- Provide Grant Application Development
- Provide General Grant Administration
- Provide General Project Management

4.3 Background Summary

The work to be performed by the Consultant shall consist of providing professional services, on a negotiated work order basis. Fee limits for General Grant Administration Services and Project Management Services to be established by grant award. Fee limits for application development based on fixed pricing submitted with these proposals. The firm hired shall ensure the District's contractual obligations are met in accordance with Federal and State Law.

The Consultant(s) shall:

- Have experience in management of all aspects of Flood Mitigation Assistance Grant Programs.
- Have experience in adherence to federal standards outlined in 2 CFR Part 200
- Have experience in developing FMA grant applications that were awarded by FEMA

4.4 Project Overview

i. Scope of Work

The services to be performed under this project shall include but not limited to:

Grant Application Development

- Develop and implement local criteria to prioritize applicants
- Identify and evaluate candidate projects suitable for grant funding

- Provide engineering support and design services as needed to develop public infrastructure project grant applications
- Provide written overview of drainage project evaluations to include list of data needs
- Conduct water surface reduction analysis for potential drainage project areas
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario
- Complete Benefit Cost Analysis per FEMA's Guidance for candidate drainage projects
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application
- Complete Benefit Cost Analysis calculations per FEMA guidance for properties to be included in grant application
- Provide recommendation to District of which properties or drainage projects to include in grant application based on FMA guidance and Benefit Cost Analysis calculations
- Conduct review and analysis of FEMA and other data to validate property classification and cost estimates.
- Assist District with execution of required certifications and other documents
- Assist District with the completion and submittal of grant applications
- Respond to any State or FEMA requests for information post-application submittal

General Grant Administration

- Fully administer all aspects of HMGP, BRIC, and FMA grants according to any contractual agreement with Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA.
- Report to local officials on progress of grant applications and projects
- Prepare required reports to the State.
- Prepare requests for advances or reimbursements from the District to the State.
- Assist the District in evaluating options for the procurement of qualified Proposers in accordance with 2 CFR Part 200 and State of Texas procurement standards.
- Provide Grant administration and compliances support for public infrastructure projects
- Prepare reconciliation with State on all grant funds.
- Prepare all reports and forms required for grant closeout.
- Participate in any review or audit of grant by Texas Water Development Board, Texas Department of Emergency Management, other State Agencies and FEMA or their assignee and address any questions, findings or deficiencies noted.
- Assist the District in managing budget to ensure that all projects are completed with the available Federal funding.
- Assist the District in ensuring that the project contract specifications meet the FEMA grant requirements.
- Assist the District in developing process to ensure that construction is performed in compliance with engineering specifications.
- Assist the District in ensuring professional engineer reviews all construction specifications.
- Assist the District in soliciting project Proposers in accordance with Federal and State procurement standards.
- Ancillary services that may be necessary to satisfactorily complete the above-listed scope of work categories include: ongoing document preparation, ongoing coordination of grant and local match funds, creation and submittal of grant payment requests to state agency, technical assistance and advice, coordination and liaison services, assistance with project modifications and amendments, real property acquisition assistance and advice.

Per Parcel Project Management Services for Home Acquisition/Demolition

For each parcel that is approved for acquisition, the consultant will perform the following services:

- Review and Oversight of Title Company Activities. The Proposer will ensure that the Title Company activities are performed in a timely manner and in accordance with the terms of the contract.
- Review and Oversight of Appraisal Firm. The Proposer will ensure that the appraisals are completed in a timely manner and in compliance with the Uniform Standards for Professional Appraisal Practices (USPAP) and Grant agency requirements.
- Develop Data for Determining Compensation. Information provided by the community will be reviewed and an amount of compensation for each parcel will be recommended. The Proposer will analyze the appraisal and/or community information to extract the needed information for the preparation of the Statement of Determination of Compensation and Offer to Sell Real Property. Duplication of Benefits information will be reviewed and proper deductions from value will be made. Note: Duplication of Benefits data will be provided by the Community.
- Prepare Contract for Sale. Utilizing the data developed or obtained in Tasks above, Proposer will prepare the voluntary offer documents. This will be provided to the District for review and approval prior to presentation to the owner.
- Meet with Owners. Each parcel owner will be scheduled for a meeting at which time the letter from the District explaining the acquisition process and the owner's rights and options will be reviewed. The offer documents will also be explained to each parcel owner. If duplication of benefits deductions are made and the owner has documentation to support a revision to the deductions or to support a reimbursement, appropriate adjustments will be made. The meetings will be conducted in facilities provided by the District. Following this meeting, the offer to sell will be presented to the owner by the District's authorized representative.
- Deeds. The Proposer will provide the Title Company a sample Deed for each parcel in a form that meets the requirements of the FEMA Section 404 program and/or the appropriate Grant agency. The Deed will be suitable for recording with the Recorder of Deeds in the appropriate County and will have the appropriate deed restrictions as directed by FEMA and/or the Grant agency.
- Oversee and Coordinate Settlements. The title company will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing. These activities will be monitored by Proposer to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the Client prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identify each parcel by parcel number, owner name, address of property and amount of compensation. The client will be advised to deposit the needed funds in the Title Company escrow prior to closing.
- Prepare and Maintain Hard Copy Case Files. A hard copy case file for each parcel purchased will be prepared and submitted to the client.

4.5 Project Schedule

i. Schedules and Deadlines

- Services to initiate in FY 2021 . Specific task schedules shall be established by the District to correspond to FEMA guidance, FEMA grant application periods, and FEMA required performance period of awarded grants.
- Services will continue, at a minimum, through December 2023, and may be extended by mutual agreement.

4.6 Special Provisions

i. Awarded Firm(s): 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 time of notification of award. **Awarded Vendors** (for contracts under this RFP) 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 District Purchasing Agent will submit a request to the Awarded Firm (for a contract under this RFP) to both:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the District Purchasing Agent.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

Vendors doing business with Jefferson County Drainage District No. 7 are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site.

Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Proposals Submission.

4.7 FEMA Mandated Contract Clauses

If applicable to the work and services being performed by PROPOSER under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

4.7.1 Damages, 2 CFR §200.326 Appendix II to Part 200 (A)

- A. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Proposer would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- B. In the event of Proposer's breach of its performance obligations, District shall have all rights and remedies against Proposer as provided by law.

4.7.2 Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)

Termination for Convenience: Whenever the interests of the District so require, the District may terminate the parties' Agreement, in whole or in part, for the convenience of the District. The District shall give Proposer thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Proposer has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by District, Proposer shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The District may, by written notice of default to Proposer, terminate the parties' Agreement, in whole or in part, if the Proposer fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Proposer's receipt of a Notice of Deficiency provided by District.

4.7.3 Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by PROPOSER under the AGREEMENT, during the performance of the AGREEMENT, PROPOSER shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- A. PROPOSER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. PROPOSER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. PROPOSER will, in all solicitations or advertisements for employees placed by or on behalf of the PROPOSER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. PROPOSER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the PROPOSER'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. PROPOSER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. PROPOSER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the PROPOSER'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the PROPOSER may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. PROPOSER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-proposer or Proposer. PROPOSER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event PROPOSER becomes involved in, or is threatened with, litigation with a sub-proposer or Proposer as a result of such direction by the administering agency the PROPOSER may request the United States to enter into such litigation to protect the interest of the United States.

4.7.4 Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E)
(40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Proposer and its sub-proposers shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- A. Overtime requirements. No Proposer or sub-proposer contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Proposer and any sub-proposer responsible therefor shall be liable for the unpaid wages. In addition, such Proposer and sub-proposer shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Proposer or sub-proposer under any such contract or any other Federal contract with the same prime Proposer, or any other federally-assisted contract subject to the Contract Work.

Hours and Safety Standards Act, which is held by the same prime Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Proposer or sub-proposer for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

- D. The Proposer and sub-proposer shall insert in any subcontract the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the sub-proposers to include these clauses in any lower tier subcontracts.

4.7.5 Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

4.7.6 Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

PROPOSER shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). PROPOSER shall include the foregoing requirements in each subcontract exceeding \$100,000.

4.7.7 Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by PROPOSER under the parties' AGREEMENT, PROPOSER shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

4.7.8 Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)

- A. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the PROPOSER is required to verify that none of the Proposer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The PROPOSER must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the PROPOSER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The PROPOSER agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The PROPOSER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.7.9 Byrd Anti-Lobbying Amendment, 2 CFR §200.326 Appendix II to Part 200 (J) PROPOSER must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, PROPOSER must complete and submit the Certification Regarding Lobbying Form.

4.7.10 Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

- A. In the performance of this contract, the Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/html>.

4.7.11 Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms(2 CFR §200.321)

Should the PROPOSER subcontract any of the work under this AGREEMENT, PROPOSER shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4.7.12 Access To Records

- A. PROPOSER agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Proposer which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. PROPOSER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. PROPOSER agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4.7.13 Seal, Logo and Flags

PROPOSER shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

4.7.14 Compliance With Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. PROPOSER will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Submittals at page 24, Section 3.4, subparagraph 5.

4.7.15 No Obligation By Federal Government

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, PROPOSER, or any other party pertaining to any matter resulting from the contract.

4.7.16 Program Fraud and False or Fraudulent Statements or Related Acts PROPOSER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the PROPOSER'S actions pertaining to this contract.

4.8 Proposer Experience

The successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. The District's Board of Director's reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its sub-proposers have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Proposer and its sub-proposers, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its sub-proposers. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the Proposer or sub-proposer.

The Proposer must briefly state why it believes its proposed services best meet the District's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

4.9 Proposer Personnel and Organization

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the District an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the District approval.

The District is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. The District is committed

to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Proposer is required to make a statement as to the availability of key personnel to The District when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of the District The District's Board of Director's. All requested substitutes must be submitted to the District The District's Board of Director's, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by The District The District's Board of Director's. In addition, if the person removed is among the project's key personnel, the replacement must be approved by The District The District's Board of Director's. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the District or to any current employee of the District.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

5. Proposal Evaluation and Selection Process

5.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

5.2 Cost Proposal

The Proposer must provide in its submission of a cost proposal for each of the funding sources individually, in response to this RFP. The cost proposal must be included in each copy of the proposal.

5.3 Proposal Evaluation and Selection

Prior to the receipt of proposals, the District will establish an Evaluation Committee. The Committee is expected to include representatives from various District departments. The Committee shall consist of a minimum of (3) persons and shall not exceed (7) persons.

5.4 Evaluation Criteria:

a. Responsiveness (15 % of total points).

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. Implementation Plan (25% of total points).

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Grant Application Development and Grant Management Consulting Services requested by this RFP and in managing the project.

c. Proposer Qualifications (25% of total points).

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. Personnel Qualifications (15% of total points).

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the District and similar projects.

e. Cost of Professional Services (20% of total points).

This is the expected amount your firm would be compensated for services provided to the District. Remember to provide a Cost proposal for Application Development and a separate cost for Grant Administration and Management upon award. The District will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Proposer of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful Proposer.

Upon completion of their review, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. The Chief Business Officer will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then identify the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the District's Board of Director's.

Upon the selection of an apparent successful Proposer, the Chief Business Officer will proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Proposer. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Proposer may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the District may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Proposer s immediately following execution of a written contract.

Key staff of the District will be available to the successful Proposer on a reasonable basis but may not be available on holidays or weekends.

Non-Disclosure Agreement

In consideration of the District retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the District or any selected District agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the District, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the District, and then only in accordance with explicit written instructions from the District. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the District.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the District.
3. Consultant agrees to maintain the confidentiality of all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the District's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to District upon the first to occur of; (a) completion of the project, or (b) request by the District.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the District to immediately terminate the Agreement upon written notice to Proposer for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the District elects to terminate the Agreement upon the breach hereof, the District may require Consultant to pay to the District the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the District in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Proposer Must Return This Page With Offer

Proposer References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

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: _____

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Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The District shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Proposer be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?..... **Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Proposer, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Proposer nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Proposer (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Proposer Must Return This Page With Offer

Conflict of Interest Questionnaire

For Proposer or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
1. Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3. Describe each affiliation or business relationship with an employee or Proposer of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
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For Proposer or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?
- ☐ Yes ☐ No
- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?
- ☐ Yes ☐ No
- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
- ☐ Yes ☐ No
- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

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Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Proposer/Consultant, and returned with the Prime Proposer/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Proposer/Consultant when attempting to achieve or exceed the goals of HUB Sub-proposer participation. The Prime Proposer/Consultant may extend his/her efforts in soliciting HUB Sub-proposer participation beyond what is listed below.

Did the Prime Proposer/Consultant . . .

- ☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Sub-proposer participation?
- ☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- ☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a sub-proposer, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Proposer/Consultant's organization)?
- ☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Proposers?
- ☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- ☐ Yes ☐ No 6. If Prime Proposer/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized
Representative

Signature

Title

Date

Proposer Must Return This Page With Offer

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Proposer intends to utilize sub-proposers/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Instructions for Prime Proposer/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Sub-proposer/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Proposer Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Sub-proposer Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ D Tx. Bldg & Procurement Comm. ☐ D Jefferson County ☐ D Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Proposer Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB _____ Signature of Representative _____ Date _____

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Sub-proposer Substitutions must be obtained from the District Engineer. The "HUB Sub-proposer/Subconsultant Change Form" must be completed and faxed to 409-983-7564.

Proposer Must Return Completed Form With Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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This information must be submitted with your bid.

Proposer intends to utilize sub-proposers/subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Proposer: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUPROPOSER DISCLOSURE

HUB Sub-proposer Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposer Must Return Completed Form With Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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HUB SUB-PROPOSER DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Sub-proposer Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Sub-proposer Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Sub-proposer Participation may be verified with the
HUB Sub-proposer(s) listed on Part I.**

Proposer Must Return Completed Form With Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All sub-proposers to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Proposer shall use this area to provide a listing of all "Non-HUB" Sub-proposers, including suppliers, that will perform under this project. A list of those "Non-HUB" Sub-proposers the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Sub-proposers that are selected after contract award must be provided **immediately** after their selection.

Sub-proposer Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Sub-proposer Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Proposer Must Return Completed Form With Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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Sub-proposer Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Sub-proposer Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Proposer Must Return Completed Form With Offer