

Regular, 10/10/2023 10:30:00 AM

BE IT REMEMBERED that on October 10, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1 (ABSENT)

Absent

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Deputy Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda
October 10, 2023

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
October 10, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **10th** day of **October 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

9:30 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

10:00 am - Announcement of an executive (closed) session pursuant to

Notice of Meeting and Agenda
October 10, 2023

Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid IIFB 23-054/MR) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County with Ferguson Enterprises, Global Equipment Company, Inc., HD Supply Facilities Maintenance, Ltd., ICS Jail Supplies, Inc., Interboro Packaging, Sanitary Supply Co. Inc., Unipak Corp. with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 10 - 25

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, execute, receive and file a Professional Services Agreement with H2O Partners, Inc. for (RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 26 - 199

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve, execute, receive, and file a Professional Services Agreement with Langford Community Management Services, Inc. for (RFQ 23-059/JW) Professional Grant Administration and Project Management for USDA Forest Service Community Wildfire Defense Grant (CWDG) Projects (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 200 - 360

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

Notice of Meeting and Agenda
October 10, 2023

- (d). Consider and approve, execute, receive, and file a Professional Services Agreement with Langford Community Management Services, Inc. for (RFQ 23-060/JW) Professional Grant Administration and Planning Services for NOAA Transformational Habitat Restoration and Coastal Resilience Grant Project(s) (NOAA Grant No. NOAA-NMFS-HCPO-2023-200801); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 361 - 478

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve FY 2023 budget amendment– Criminal District Court – additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 479 - 479

| | | | |
|-------------------|----------------------------|--------------|--------------|
| 120-2032-412-5072 | PAUPER ATTORNEY FEES | \$125,000.00 | |
| 120-1024-419-5065 | RETIREEES' HEALTH INSURANC | | \$125,000.00 |

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve FY 2023 budget transfer– Purchasing – additional cost for advertising.

SEE ATTACHMENTS ON PAGES 480 - 480

| | | | |
|-------------------|---------------------|------------|------------|
| 120-1022-415-5001 | ADVERTISING | \$2,800.00 | |
| 120-1022-415-1002 | ASSISTANTS & CLERKS | | \$2,800.00 |

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve Resolution for 2024 Indigent Defense Formula Grant Application.

SEE ATTACHMENTS ON PAGES 481 - 481

*Notice of Meeting and Agenda
October 10, 2023*

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

(d).Regular County Bills – check #510723 through check #510956.

SEE ATTACHMENTS ON PAGES 482 - 490

Motion by: Alfred
Second by: Erickson
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

(a).Consider and approve award, execute, receive and file contract for (RFP23-045/MR) Re-Bid Jefferson County Entertainment Complex Naming Rights with Doggett Company, LLC.

NO ATTACHMENTS

Action: TABLED

(b).Consider, possibly approve, receive and file the Jury Selection Plan for Jefferson County pursuant to Chapter 62 of the Government Code.

SEE ATTACHMENTS ON PAGES 491 - 493

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

(c).Consider and possibly approve the 2024 County Holidays.

Christmas will be Wed & Thurs; Pres Day was removed, Juneteeth was added as a Holiday per Comm Alfred & Comm Sinegal

SEE ATTACHMENTS ON PAGES 494 - 494

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

(d).To consider and possibly approve a proclamation declaring the week of October 8-14, 2023 as “Texas Extension Education Week” in Jefferson County.

SEE ATTACHMENTS ON PAGES 495 - 495

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Overweight Vehicle Permit 04-OW-23 and Road Use Agreement to Duphil Inc, for the purpose of pipeline construction and hauling of materials along Jefferson County roads. This project is located in Precinct #2.

SEE ATTACHMENTS ON PAGES 496 - 517

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

MANAGEMENT INFORMATION SYSTEMS:

- (a).Consider and possibly approve out of state travel for MIS Director, Jeff Ross, to attend the Fall 2023 Government IT Congress in San Diego, CA. This class is being conducted by BridgeMark Media overseen by an advisory board made up of Senior level IT Professionals. Conference dates are October 29-31, 2023. The only expense will be the flight which is estimated at \$500 and funded in the fiscal year budget 2024.

SEE ATTACHMENTS ON PAGES 518 - 520

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Erickson, Sinegal, Alfred
Action: APPROVED

VISITORS CENTER:

- (a).Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for the Fall 2023 HOT Grants Cycle. Please see the attached list.

SEE ATTACHMENTS ON PAGES 521 - 523

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA
WITHOUT TAKING ACTION.**

**Receive reports from Elected Officials and staff on matters of community
interest without taking action.**

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
October 10, 2023

Regular, October 10, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 10, 2023.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, 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 bid, which will result in a binding contract if accepted by Jefferson 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:

FERGUSON ENTERPRISES
Company Name

For clarification of this offer, contact:

1809 BRITTMORE RD
Address

Sales Representative
Name & Title

HOUSTON, TX 77043
City State Zip

409-720-8148 / FAX 713-694-9366
Phone Fax

Lindy Hebert
Signature of Person Authorized to Sign

LINDY.HEBERT@FERGUSON.COM
E-mail

Lindy Hebert
Printed Name

Sales Representative
Title

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-054/MR, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. 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 Jefferson County Purchasing Agent.

COUNTERSIGNED:



Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

10-10-2023

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

10/10/23

Date



OFFER AND ACCEPTANCE FORM
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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:

Global Equipment Company Inc.

For clarification of this offer, contact:

Company Name

11 Harbor Park Drive

William H. Rose III - Bid Specialist

Address

Name & Title

Port Washington NY 11050

(414) 302-7559 (800) 336-1331

City State Zip

Phone Fax

William H. Rose, III

wrose@globalindustrial.com

Signature of Person Authorized to Sign

E-mail

William H. Rose III

Printed Name

Bid Specialist

Title

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

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Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

10-10-2023

Date

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Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

10/10/23

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**OFFER AND ACCEPTANCE FORM
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We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

HD Supply Facilities Maintenance, Ltd.

Company Name

For clarification of this offer, contact:

701 San Marco Blvd.

Address

Ran Garver, Director of Compliance

Name & Title

Jacksonville, FL 32207

904.421.1400

X114790

City State Zip

Phone

Fax



Bids-RFP@homedepot.com

Signature of Person Authorized to Sign

E-mail

Ran Garver

Printed Name

Director of Compliance

Title

**REQUIRED FORM
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Jeff R. Branich, County Judge
JEFFERSON COUNTY, TEXAS

10-10-2023

Date



ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

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Date

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We acknowledge receipt of the following amendment(s): 1, 2, _____.

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

ICS JAIL SUPPLIES, INC.

Company Name

For clarification of this offer, contact:

PO Box 21056

Address

Jennifer Johnson, Bid Manager

Name & Title

Waco TX 76702

City

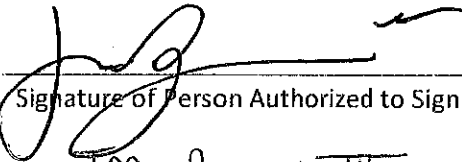
State

Zip

(810)524-5427 (254) 751-0299

Phone

Fax



Signature of Person Authorized to Sign

biddesk@icswaco.com

E-mail

JM Bogan III

Printed Name

Vice President

Title

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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COUNTERSIGNED:

[Handwritten signature of Jeff R. Branick]

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

10-10-2023

Date

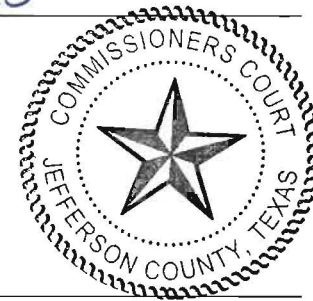
ATTEST:

[Handwritten signature of Roxanne Acosta Hellberg]

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

10/10/23

Date



ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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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 bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): NONE, _____, _____, _____.

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

Interboro Packaging
Company Name

For clarification of this offer, contact:

114 Bracken Rd.
Address

Billy Mertz, Secretary
Name & Title

Montgomery NJ 12549
City State Zip

8457826300 8457812450
Phone Fax

[Signature]
Signature of Person Authorized to Sign

Abraham@interboropackaging.com
E-mail

Billy Mertz
Printed Name

Secretary
Title

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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COUNTERSIGNED:

[Handwritten signature of Jeff R. Branick]

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

10-10-2023

Date

ATTEST:

[Handwritten signature of Roxanne Acosta Hellberg]

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

10/10/23

Date



X

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

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We acknowledge receipt of the following amendment(s): # 1, 2, _____, _____.

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

Sanitary Supply Co. Inc.

Company Name

6790 College St.

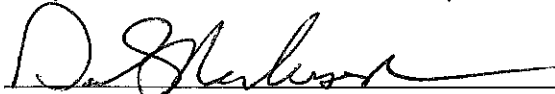
Address

Beaumont, Texas 77707

City

State

Zip



Signature of Person Authorized to Sign

For clarification of this offer, contact:

David Henderson-Vice President

Name & Title

409-866-2305

Phone

409-866-8959

Fax

sanitary@swbell.net

E-mail

David Henderson

Printed Name

Vice President

Title

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

ACCEPTANCE OF OFFER

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Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

10-10-2023

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

10/10/23

Date



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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:

Unipak Corp.

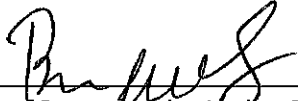
Company Name

PO Box 332

Address

West Long Branch NJ 07764

City State Zip



Signature of Person Authorized to Sign

For clarification of this offer, contact:

Brian Marcus, President

Name & Title

888-808-5120 718-677-9371

Phone Fax

customer care@unipakcorp.net

E-mail

Brian Marcus

Printed Name

President

Title

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

ACCEPTANCE OF OFFER

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COUNTERSIGNED:

[Handwritten signature of Jeff R. Branick]

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

10-10-2023

Date

ATTEST:

[Handwritten signature of Roxanne Acosta Hellberg]

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

10/10/23

Date



Preliminary Bid Tabulation
IFB 23-054/MR
Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County
Bid Opening: Wednesday, September 20, 2023

| | List Office Closest to Beaumont | Catalog Discount | Price List Discount | Shelf Price Discount | If no local office, how does bidder plan to meet County needs? | Does the bidder have personnel who can visit the county when information may be needed or problem resolved? | Can bidder provide (1) one catalog/price lists per department? | If bidder cannot provide catalogs, what can be provided? | Are there limitations in your ability to receive and deliver purchases to the County and Depts. within 48 hours? If yes, please explain. | How long has your company done business in SE Texas? |
|--|---------------------------------|-------------------------|--------------------------|--------------------------|--|---|--|---|--|--|
| Ferguson | Houston, TX | Minimum 20% | 20% | 20% | Sales representative lives in Southeast Texas and can assist with daily business, deliveries and training. | Yes | Yes | NA | No Response from Bidder | 60 years |
| Global Equipment Co. | Buford, GA | 10% | No Response from Bidder. | No Response from Bidder. | Vendor maintains a 100,000 sq. ft. distribution center in De Soto, TX. | Yes | Yes | N/A | Shipping and handling charges apply. Additional fees for liftgate service, white glove service, 24 hour advance notifications, delivery area surcharges, hazardous material surcharges, Saturday charge deliveries, inside delivery (threshold only) | 48 years |
| HD Supply Facilites Maintenance | Houston, TX | No Response from Bidder | 10% | No Response from Bidder. | N/A | Yes | Yes | NA | No | 19 Years |
| ICS Jail Supplies | Waco TX | 10% | 10% | 10% | Warehouse, factory, and offices are centrally located in Waco TX. Provide overnight service to most Texas locations. | Yes | Yes | NA | No | 38 Years |
| Interboro Packaging Corp. | Montgomery NY | 50% | No Response from Bidder. | No Response from Bidder. | Yes | Yes | Yes | NA | No | 40 Years |
| Sanitary Supply Co. | Beaumont TX | 20% | 20% | 20% | N/A | Yes | Yes | Catalog also available on our website, www.sanitarysupplyinc.com | No | 86 Years |
| Unipak Corp | Carrollton TX | 21% | No Response from Bidder. | No Response from Bidder. | Vendor ships out of Carrollton, TX | Yes | Yes | NA | No | 67 Years |

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

Ferguson Enterprises

1809 Brittmoore Rd.
Houston, TX 77043
Attn: Lindy Hebert
lindy.hebert@ferguson.com
ph: 409-720-8148
fx: 713-694-9366

Global Equipment Company

11 Harbor Park Drive
Port Washington, NY 11050
Attn: William Rose
wrose@globalindustrial.com
ph: 414-302-7559
fx: 800-336-1331

HD Supply Facilities Maintenance, Ltd.

701 San Marco Blvd
Jacksonville, FL 32207
attn: Mitchell Owens
mitchell.owens@hdsupply.com
ph: 409-540-0654

ICS Jail Supply

P.O. Box 21056
Waco, TX 76702
Attn: Jennifer Johnson
biddesk@icswaco.com
ph: 800-524-5427
fx: 254-751-0299

Interboro Packaging

114 Bracken Rd.
Montgomery, NY 12549
Attn: Blimy Hertz
abraham@interboropackaging.com
ph: 845-782-6800
fx: 845-781-2450

Sanitary Supply Co.

6790 College Street
Beaumont TX 77707
attn: David Henderson
sanitary@swbell.net
ph: 409-866-2305
fx: 409-866-8959

Unipak Corp.

P.O. Box 332
West Long Branch, NJ 07764
Attn: Brian Marcus
customercare@unipakcorp.net
ph: 888-808-5120
fx: 718-677-9371

THE STATE OF TEXAS §
 §
 THE COUNTY OF JEFFERSON §

**PROFESSIONAL SERVICES AGREEMENT (“Agreement”)
 between
 JEFFERSON COUNTY, TEXAS (“County”)
 and
 H2O Partners, Inc. (“H2O Partners”)**

1. PARTIES

Jefferson County, Texas (“County”) is a political subdivision of the State of Texas that acts by and through the County Commissioners Court (“Commissioners Court”).

H2O Partners is a Texas for-profit corporation with its principal place of business located at 260 Addie Roy Road, Suite 150, Austin, TX 78746.

2. PURPOSE:

This Professional Services Agreement (“Agreement”) is being executed so that H2O Partners can provide County with the professional services described in the “Scope of Services” section in this Agreement.

3. STATUTORY AUTHORITY:

The statutory authority for this Agreement is Chapter 262, Texas Local Government Code, the County Purchasing Act, as well as 2 CFR Sections 200.318-326 regarding procurement of services under a Federal award.

4. TERM:

The term of this Agreement shall commence on the date of execution of this Agreement (hereafter “Effective Date”), following which the Parties will mutually agree to a Project Start Date (hereafter “Project Start Date”), the date on which H2O Partners will commence work and will continue until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out.

5. H2O PARTNERS’ SCOPE OF PROFESSIONAL SERVICES:

H2O Partners will provide Grant Administration and Management Services for U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF.

The scope of work is addressed more fully in the County’s (RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF) and H2O Partners’ RFQ response submission (including Addendum No. 1 and Addendum No. 2), as well as required documentation per the RFQ specification; all of which are included as part of this contract document, as follows:

APPENDIX A: RFQ Specifications

APPENDIX B: ADDENDUM NO. 1

APPENDIX C: ADDENDUM NO. 2

APPENDIX D: ADDITIONAL REQUIRED DOCUMENTATION

- System for Award Management, documentation of CONTRACTOR status

- Texas Ethics Commission FORM 1295 (completed and acknowledged by County)
- Certificate of Insurance (County identified as “Additional Insured.”)

APPENDIX E:

- FEES SCHEDULE.
- H2O Partners Statement of Qualifications Submission.

6. TERMS AND CONDITIONS OF PAYMENT FOR PROFESSIONAL SERVICES:

- 6.1.** County agrees to compensate H2O Partners for the professional services described in the “Scope of Services” as determined by the grant guidelines and limitations promulgated by U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF and based upon the amount of grant(s) the County receives.
- 6.2.** County will review H2O Partners’ invoices and will authorize payments by the GLO to H2O Partners within thirty calendar days after the day that the Jefferson County Auditor receives any given H2O Partners invoice, provided that the Jefferson County Auditor determines that H2O Partners should be paid pursuant to this Agreement, the laws of the State of Texas, and the laws of the United States. If the Jefferson County Auditor disputes any portion of any given H2O Partners invoice, County will notify H2O Partners within seven business days of the basis for the dispute. County will authorize payment for any undisputed portions of any H2O Partners invoices within thirty calendar days after the Jefferson County Auditor receives the disputed H2O Partners invoice(s).

7. REPORTING AND ACCOUNTABILITY:

- 7.1. Reporting.** H2O Partners agrees to submit all required documentation and reports in accordance with the time frames required by the granting entity’s guidelines. Additionally, H2O Partners agrees to keep the County Judge, Emergency Management Coordinator, County Auditor, Purchasing Agent, and other officials as designated by any of the above, apprised as to all matters relating to all projects.
- 7.2. Access to Records.** H2O Partners agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of H2O Partners that are pertinent to this Agreement. This right also includes timely and reasonable access to H2O Partners’ personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to this Agreement.
- 7.3. Ownership.** H2O Partners expressly agrees that all information, data, and supporting documentation related in any way to the professional services that H2O Partners provides to County pursuant to this Agreement are solely County property.
- 7.4. Maintenance of Records.** H2O Partners must keep and maintain H2O Partners’ records, books, and other documents reasonably related to this Agreement in forms that the Jefferson County Auditor determines are compliant with generally accepted accounting practices.
- 7.5. Audit.** The Jefferson County Auditor, its assigns, or any other governmental entity approved by County has the unrestricted right to audit the originals of any and all data, records, books, or documents related in any way to this Agreement. Upon written request by County to H2O Partners, H2O Partners will make the originals of such data, records, books, and documents available for auditing in Jefferson County, Texas within a

reasonable time, but in no event later than seven calendar days after County notifies H2O Partners of a request to perform an audit. H2O Partners must provide any and all electronic data in current Microsoft Word format or current Microsoft Excel format. H2O Partners will have no responsibility to bear expense for converting electronic data to other formats. Conversion of searchable text to any unsearchable format for any audit will constitute a material breach of this Agreement.

7.6. Retention of Records. All records, books, and documents reasonably related to this Agreement must be maintained and kept by H2O Partners for a minimum of four years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before this four-year period, then H2O Partners must keep the records, books, and documents for not less than four years **after** all litigation, claims, or audit findings are resolved. **H2O Partners is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement before the aforesaid time period for maintaining all of the records, books, or other documents has past.**

8. CONFIDENTIALITY:

8.1. H2O Partners will not disclose privileged or confidential communications or information acquired in the course of the performance of the professional services under this Agreement, unless required by law. H2O Partners agrees to adhere to all confidentiality requirements, as applicable, for all of the professional services performed by H2O Partners for County under this Agreement.

8.2. Texas Public Information Act:

H2O Partners acknowledges and agrees that H2O Partners' performance of professional services for County under this Agreement is subject to and subservient to the Texas Public Information Act in Chapter 552 of the Texas Government Code. Notwithstanding any other provision, including exemptions or exceptions to the Texas Public Information Act, H2O Partners agrees that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Texas Public Information Act, such provision will be of no force or effect. Furthermore, H2O Partners expressly acknowledges and agrees that County, the Commissioners Court, the County Judge, County Officials, County Department Heads, and County Employees ("County Requestors") may request advice, decisions and opinions of the Texas Attorney General about the application of the Texas Public Information Act to any information in County's or H2O Partners' possession. H2O Partners acknowledges and agrees that County Requestors have the right to rely on the advice, decisions, and opinions of the Texas Attorney General about the application of the Texas Public Information Act. H2O Partners hereby releases all County Requestors from any and all liability for any disclosure of any information about H2O Partners that is determined by County or the Texas Attorney General to be public information under the Texas Public Information Act.

8.3. Notwithstanding the foregoing, County and H2O Partners agree, to the extent permitted by the Texas Public Information Act or any other lawful privilege, to keep confidential, and store in a secure area with limited access, any information related to this Agreement.

9. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents H2O Partners uses in the performance of the professional services provided under this Agreement that H2O Partners considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or as otherwise required by law.

10. INDEMNIFICATION OF COUNTY BY H2O PARTNERS:

10.1. To the fullest extent authorized by law, H2O Partners, including its assigns, subcontractors, officers, directors, employees (collectively, "H2O Partners") will forever waive, release, indemnify and hold harmless County, its Commissioners Court, elected and appointed officials and employees (collectively, "County") from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses of any kind or nature arising out of H2O Partners' performance of its obligations pursuant to this Agreement.

10.2. Approval and acceptance of H2O Partners' services by County will not constitute nor be deemed a release of the responsibility and liability of H2O Partners for the accuracy and competency of their services; nor will such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by H2O Partners in this regard. H2O Partners will defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

10.3. NO INDEMNIFICATION BY JEFFERSON COUNTY. H2O Partners acknowledges and agrees that Jefferson County does not have the authority under Article XI, Section 7 of the Texas Constitution to indemnify H2O Partners or any other third party for damages arising under this Agreement.

10.4. SURVIVAL. These indemnification provisions will survive completion, suspension, termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

11. INSURANCE:

11.1. Within ten calendar days of the Effective Date of this Agreement, H2O Partners must furnish to the Jefferson County Purchasing Agent proof that H2O Partners has **professional liability insurance coverage** in force. H2O Partners' insurance coverage must be provided by insurance companies that, in County's sole discretion, are acceptable to County. All of H2O Partners' insurance must be provided by insurance companies that are authorized by the Texas Department of Insurance to do business in the State of Texas. H2O Partners' must maintain all of the insurance coverage required by this Agreement during the whole term of this Agreement.

12. NON-PERFORMANCE:

Except for suspension of work by H2O Partners due to County's failure to authorize payment for services, H2O Partners' non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement will be a basis for termination of the Agreement

by County. At County’s sole discretion and with written notice by County, H2O Partners will be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement.

13. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County will issue a written order to stop work. The written order will set out the terms of the suspension. H2O Partners must stop all work and will cease to incur costs to County during the term of the suspension. H2O Partners must resume work when notified to do so by County in a written authorization to proceed. If a change in the Terms and Conditions of Payment for Professional Services section of this Agreement is necessary because of a suspension, a mutually agreed contract amendment must be executed in accordance with this Agreement.

14. TERMINATION:

Either party may, at its option, terminate this Agreement, in whole or part, by giving ten (10) calendar days prior written notice thereof to the other party with the understanding that all professional services being performed under this Agreement will cease upon the date specified in such notice. County will compensate H2O Partners in accordance with the terms of this Agreement for the professional services performed prior to the date specified in such notice. Upon receipt of such notice, H2O Partners will not incur any new obligations or perform any additional professional services and will cancel any outstanding obligations or professional services to be provided. Upon termination of this Agreement as herein above provided, all County data, documents and information in H2O Partners’ possession must be returned to County within fifteen calendar days of the date of termination.

14.1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County or H2O Partners upon ten (10) calendar days prior written notice to the non-terminating party.

14.2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

- 14.2.1.** Lack of, or reduction in, funding or resources;
- 14.2.2.** Non-performance by H2O Partners or H2O Partners’ failure or inability to perform or substantially perform, for whatever reason, the professional services required under this Agreement;
- 14.2.3.** H2O Partners’ failure to comply with the terms and provisions of this Agreement or H2O Partners’ material breach of this Agreement;
- 14.2.4.** H2O Partners’ failure to comply with applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- 14.2.5.** H2O Partners’ failure at any time to have an active corporate existence in good standing with the Texas Secretary of State;
- 14.2.6.** H2O Partners’ failure at any time to be in good standing with the Texas Comptroller of Public Accounts or to be authorized to do business in the State of Texas by the Texas Comptroller of Public Accounts;
- 14.2.7.** If H2O Partners becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of

a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

15. NOTICE:

Any notice to be given under this Agreement will be deemed to have been given if reduced to writing and delivered in person, or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request will be deemed to have been given three business days subsequent to the date it was so delivered or mailed.

| | |
|-----------------------------------|-------------------------------|
| TO COUNTY: | TO H2O Partners: |
| Jeff Branick | Eric Howard |
| County Judge | Vice President |
| Jefferson County, Texas | H2O Partners, Inc. |
| 1149 Pearl, 4 th Floor | 260 Addie Roy Road, Suite 150 |
| Beaumont, Texas 77701 | Austin, Texas 78746 |

16. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. COMPLIANCE WITH LAWS:

In providing professional services required by this Agreement, H2O Partners must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. H2O Partners will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, will be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions will nevertheless continue in full force and effect. This Agreement is performable and enforceable in Jefferson County, Texas where the principal office of County is located and the state courts of Jefferson County will be the sole and exclusive venue and jurisdiction for any litigation, special proceeding, or other proceeding between County and H2O Partners that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be

effective unless mutually agreed upon in writing and executed by the parties hereto.³² Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law.

20. THIRD PARTIES:

The obligations of each party to this Agreement will inure solely to the benefit of County and H2O Partners, and no other person or entity will be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. NO ASSIGNMENT PERMITTED:

H2O Partners does not have the right to assign its rights and duties under this Agreement to any individual or entity.

22. THE DOCTRINE OF CONTRA PROFERENTUM WILL NOT APPLY:

The doctrine of *contra proferentum* will not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement will not be construed against the party who drafted the Agreement and such party will not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and contract between County and H2O Partners. This Agreement supersedes any other agreement or contract, whether oral or written, between County and H2O Partners. Notwithstanding any other provision of this Agreement or any other contract or agreement between County and H2O Partners, this Agreement can only be modified by a subsequent written agreement or contract executed by and between County and H2O Partners.

24. PREVENTION OF FRAUD AND ABUSE:

H2O Partners must establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving H2O Partners' employees or agents must be reported immediately to County by H2O Partners. Moreover, H2O Partners warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. H2O Partners and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender. Any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

26. INDEPENDENT CONTRACTOR:

H2O Partners, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of professional services covered under this Agreement, and will be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with this Agreement's requirements. There will be no contractual relationship between any subcontractor, agent, employee or supplier of H2O Partners and County by virtue of this Agreement. This provision of this Agreement will not be for the benefit of any other party other than County and H2O Partners.

27. ASSURANCES:

- 27.1.** In providing the professional services described in the two "Scope of Services" sections of this Agreement, H2O Partners agrees to observe and comply with all licenses, legal certifications, or inspections required for the professional services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. H2O Partners' failure to comply with this assurance will constitute a material breach of this Agreement.
- 27.2.** H2O Partners is expressly prohibited from transferring or assigning its interest in this Agreement.
- 27.3.** H2O Partners, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the professional services hereunder are duly licensed or qualified to perform the required professional services. H2O Partners further agrees and ensures that all program or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- 27.4.** H2O Partners assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. H2O Partners agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- 27.5.** H2O Partners agrees to adhere to confidentiality requirements, as applicable, for the

professional services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the professional services being providing hereunder.

- 27.6.** H2O Partners assures that it will not use any information, documents, or data provided to H2O Partners by County for any proprietary purposes and will not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- 27.7.** H2O Partners agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 27.8.** H2O Partners must comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, H2O Partners must furnish County satisfactory proof of compliance therewith.
- 27.9.** H2O Partners certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 27.10.** H2O Partners certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Jefferson County.
- 27.11.** H2O Partners will develop and implement an agency-wide drug free work place policy. H2O Partners will also require that all contracts between itself and subcontractors also comply with said requirements.
- 27.12.** H2O Partners understands that reimbursement for costs under this Agreement must be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- 27.13.** Under Section 231.006, Texas Family Code, H2O Partners certifies to County that H2O Partners is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. H2O Partners hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 27.14.** H2O Partners certifies to County that H2O Partners is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- 27.15.** H2O Partners certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- 27.16.** Failure by H2O Partners to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of H2O Partners invoices or the offset of funds billed in H2O Partners invoices or previously paid to H2O Partners.

to H2O Partners.

28. SIGNATORY WARRANTY:

The person signing and executing this Agreement on behalf of H2O Partners, hereby warrants and guarantees that he is duly authorized by H2O Partners to execute this Agreement on behalf of H2O Partners and to validly and legally bind H2O Partners to all the terms of this Agreement.

29. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Jefferson County, Texas and H2O Partners accept the terms of this Agreement in full.

EXECUTED this 10th day of October, 2023.

JEFFERSON COUNTY, TEXAS:

CONTRACTOR NAME






BY: Jeff Branick
County Judge
Jefferson County, Texas

BY: Eric Howard
Vice President
H2O Partners, Inc.




ATTEST
DATE 10/10/23

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-058/JW)
APPENDIX A.

September 5, 2023

**Request for Statements of Qualifications
(RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services
for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

Jefferson County, Texas plans to apply for USDA Forest Service Community Wildfire Protection Plan (CWPP) grant funds; and is soliciting Statements of Qualifications from qualified individuals/ firms to provide professional grant planning, administration, and management services in accordance with Request for Statements of Qualifications **(RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

All interested individuals/firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All Responses shall be evaluated by an Evaluation Committee. This committee will evaluate responses to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All Responses shall be submitted with an **original and (5) copies**, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, **no later than 11:00 am CT, September 21, 2023**. Jefferson County does not accept Responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Contract Specialist at 409-835-8593 or Jamey.West@jeffcotx.us

REQUEST NAME: Professional Grant Planning, Administration, and Management Services
for Community Wildfire Protection Plan (CWPP)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

REQUEST NUMBER: (RFQ 23-058/JW)

DUE DATE/TIME: 11:00 am CT, Thursday, September 21, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBES), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

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

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

| |
|--|
| <p>PUBLISH: Beaumont Enterprise: SEPTEMBER 6 & 13, 2023 Port Arthur News: SEPTEMBER 7 & 13, 2023 The Examiner: SEPTEMBER 7, 2023</p> |
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**SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
(RFQ 23-058/JW) PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES
FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

1.1 PURPOSE.

Jefferson County is requesting statements of qualifications and experience from all interested individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded. (Community Wildfire Protection Plan CWPP Grant 2023, South, Department of Agriculture, Forest Service)

The Biden-Harris Administration allocated up to \$200 million in funds to reduce wildfire risk to communities across the state of Texas.

Grant Application Deadline for the potential CWPP funding is October 31, 2023.

The program provides funding to community for two primary purposes:

- Develop and Revise Community Wildfire Protection Plans (CWPP)
- Implement Projects described in the Community Wildfire Protection Plan (that is less than 10 years old).

1.2 SCOPE OF WORK

The qualified/successful consulting firm is to provide all the necessary labor, research, and data required for the satisfactory completion of a Community Wildfire Protection Plan (CWPP), as described in this RFQ.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildfire risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation that supports multi-benefit activities to reduce risk of loss of life and property and harmful impacts to natural resources.

The qualified firm will also include data comparing the strategic value, degree of readiness, and estimated cost of proposed mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Service (USFS) and neighboring jurisdictions and agencies.

The CWPP will fund a Wildfire Defense plan to mitigate wildfire risks as the nation faces ongoing wildfire crisis.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildlife risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Services (USFS) and neighboring jurisdictions and agencies.

The final CWPP work product shall include a number of vital components:

- 1) Community base maps that presents information such as high wildfire risk areas, evacuation routes, inhabited areas at elevated fire risk, high value assets, land ownership boundaries, vegetated areas that may contain critical infrastructure, forest and grasslands at elevated risk, watershed boundaries, stream networks, fire history and previous fuel treatments, topographic conditions access roads, location of suppression resources, and other information as necessary.
- 2) A detailed risk assessment evaluating and analyzing the overall risk of wildfire impacts on critical infrastructure, housing, businesses, and transportation with an emphasis on preparedness and firefighting capability. This assessment should be informed by both desk and field assessment and the broad collection of relevant and available data.

- 3) Incorporation of municipal plans into the CWPP.
- 4) An actionable plan that can be relied upon for meaningful wildfire protection efforts.

Professional Services and all documents prepared for the County by the Contractor (Awarded Grant Administrator) shall conform to all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and orders.

In performing the work, the Contractor shall use the degree of care and skill ordinarily exercised under similar circumstances by members of the same profession working within the State of Texas. **The Contractor represents to the County that the Contractor and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally complete and submit the grant application; as well as provide planning, administration, and management services should the County receive CWPP funding.**

1.3 STATEMENT OF QUALIFICATIONS.

The County is seeking qualified professional individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded.

RFQ Respondents, please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CWDG, Disaster Recovery Grants, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Description of which specific parts of the Scope of Work the service provider proposes to perform;
- Description of the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

1.4 PROPOSED COST OF SERVICES.

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. The local government reserves the right to negotiated pricing.

Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

1.5 EVALUATION CRITERIA.

The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| Criteria | Maximum Points |
|--|----------------|
| Cost 10% | 10 |
| Understanding of the project and/or services required 25% | 25 |
| Years in business/experience/history working with government 30% | 30 |
| Methodology/functionality / service or project plan 15% | 15 |
| Management plan/administration 15% | 15 |
| Preference for minority and women owned businesses/labor surplus area firms 5% | 5 |
| Total Available Points | 100 |

1.6 SUBMISSION REQUIREMENTS.

- A copy of your current **certificate of insurance** for professional liability.

- **Statement of Conflicts of Interest**

(if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City/County/District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

- **System for Award Management.**

Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's Proposal.

- **Form CIQ**, (enclosed).

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response. **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

- **Form 1295**, (enclosed).

Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.

- **Required Contract Provisions.**

Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

- **Contracting with minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps **are required of the prime contractor**:

- 1) Placing qualified minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community.
Email your Request for Qualifications (RFQ) to the appropriate center.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

Houston MBDA Business Center

3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: MBDA@hccs.edu

El Paso MBDA Business Center

2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: orestes.hubbard@utsa.edu

Woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC

7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>

Email: wbcdfw@liftfund.com

WBEA – Women's Business Center

9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>

Email: wbc@wbea-texas.org

LiftFund Women's Business Center

600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>

Email: wbc@liftfund.com

1.7 DEADLINE FOR SUBMISSION:

RFQ Responses must be received no later than **11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

QUESTIONS: Any questions or requests for clarification must be submitted in writing via EMAIL to Jamey West, Contract Specialist at: Jamey.West@jeffco.tx.us by 12:00 PM (NOON) CT, FRIDAY, SEPTEMBER 15, 2023.

Jefferson County may, if appropriate, circulate the question and answer to all service provider's submitted proposals.

1.8 PROCEDURE.

Qualified Individuals/Consulting Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.9 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.10 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.11 SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. The qualified individuals/consulting firms selected for this project is to provide all the necessary labor, research, and data required for the satisfactory preparation and submission of a grant application for the funding of a Community Wildfire Protection Plan (CWPP). If the County is awarded grant funding the awarded individual/firm will also provide grant administration and management services for this project.

1.12 LAWS AND REGULATIONS.

A. The **Grant Administrator** contracted for this project must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY
2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

| THRESHOLD | PROVISION | CITATION |
|---|---|--|
| <p>>\$250,000 (Simplified Acquisition Threshold)</p> | <p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> | <p>2 CFR 200 APPENDIX II (A)</p> |
| <p>>\$10,000</p> | <p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p> | <p>2 CFR 200 APPENDIX II (B)</p> |
| <p>None</p> | <p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for</p> | <p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p> |

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

| | | |
|--------------------|---|--------------------------------------|
| | <p>(9) The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> | |
| <p>>\$2,000</p> | <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations</p> | <p>2 CFR 200 APPENDIX II (D)</p> |

| | | |
|------------|--|---|
| | (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. | |
| >\$100,000 | Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200 APPENDIX II (E) |
| None | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. | 2 CFR 200 APPENDIX II (F) |
| >\$150,000 | Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). | 2 CFR 200 APPENDIX II (G) |
| >\$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200 APPENDIX II (H) |
| >\$100,000 | Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |

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| | 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. | |
| | See 2 CFR §200.323. | 2 CFR 200 APPENDIX II (J) |
| | See 2 CFR §200.216. | 2 CFR 200 APPENDIX II (K) |
| | See 2 CFR §200.322. | 2 CFR 200 APPENDIX II (L) |
| >\$10,000 | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. | 2 CFR 200.323 |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> | |

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| | <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> | |
| None | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ol style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. <ol style="list-style-type: none"> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. | 2 CFR 200.216 |

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| | <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p> | |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> | 2 CFR 200.322(a)(b)(1) (2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p> | 2 CFR 200.112 |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> | 2 CFR 200.321 |

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| | <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | 2 CFR 200.334 |
| None | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p> | Texas Government Code 2252.152 |

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| | Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration. | |
| >\$100,000 | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002 |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate. | Optional |
| | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. | 42 U.S.C. 6201 |
| | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance. | Section 504 of the Rehabilitation Act of 1973, as amended. |

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://www.acquisition.gov/far/52.209-6?searchTerms=52.209-6>

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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| <p>REQUIRED FORM</p> |
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| <p><u>Respondent:</u></p> |
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| <p>Please complete this form and include with RFQ response submission.</p> |
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SECTION 3: RFQ RESPONSE INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope or box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that responses submitted **NOT** be bound by staples or glued spines.

Respondent is responsible for submitting:

One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All responses must be received by 11:00 am CT, Thursday, September 21, 2023.

- RFQ Responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Late Responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for Responses being delivered by third party carriers.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Jamey West, Contract Specialist** via e-mail at: Jamey.West@jeffcotx.us

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late Response. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2023):

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| September 4 | (Monday) | Labor Day |
| November 10 | (Friday) | Veteran's Day |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving |
| December 25 & 26 | (Monday & Tuesday) | Christmas |
| January 1, 2024 | (Monday) | New Year's |

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications response deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications response before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications responses cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.

3.6 PRE-PROPOSAL CONFERENCE.

There will not be a Pre-Proposal Conference for this Request for Statements of Qualifications (RFQ).

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Jamey West, Contract Specialist** at: Jamey.West@jeffcotx.us

The Deadline for asking questions for or requesting additional information for this RFQ (in writing) is:

12:00 PM CT (NOON), FRIDAY, SEPTEMBER 15, 2023.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County 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>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 21.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

FORM 1295 EXEMPTIONS:

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

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------|--|--|--|-------------|--------------|---|---|--|--|--|---|--|--|--|--|--|--|--|--|--|--|--|--|
| 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. | | OFFICE USE ONLY | | | | | | | | | | | | | | | | | | | | | | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE | | Must file online at www.ethics.state.tx.us/File | | | | | | | | | | | | | | | | | | | | | | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS | | | | | | | | | | | | | | | | | | | | | | | | |
| 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. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Name of Interested Party | | City, State, Country (place of business) | | | | | | | | | | | | | | | | | | | | | | |
| Nature of Interest (check applicable) | | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</td> <td style="text-align: center; color: blue;">X</td> <td></td> </tr> <tr> <td style="padding: 2px;">VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</td> <td></td> <td style="text-align: center; color: blue;">X</td> </tr> <tr> <td style="padding: 2px;"> </td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;"> </td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;"> </td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;"> </td> <td></td> <td></td> </tr> </tbody> </table> | | | Controlling | Intermediary | VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES. | X | | VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES. | | X | | | | | | | | | | | | |
| | Controlling | Intermediary | | | | | | | | | | | | | | | | | | | | | | |
| VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES. | X | | | | | | | | | | | | | | | | | | | | | | | |
| VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES. | | X | | | | | | | | | | | | | | | | | | | | | | |
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| 5 Check only if there is no Interested Party. | | CHECK BELOW IF APPLICABLE <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | |
| 6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div> | | | | | | | | | | | | | | | | | | | | | | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | | | | | | | | | | | | | | | | | | | | | | |

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY) PROOF BEHIND THIS PAGE.

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFQ SUBMISSION INSTRUCTIONS

3.10 MINIMUM REQUIREMENTS FOR RFQ RESPONSE

This Request for Statements of Qualifications (RFQ) describes the requested scope of services and information to be included in each RFQ Response. Failure to submit information to the County in accordance with the requirements of this RFQ and its procedures may be cause for disqualification/response to be declared unresponsive. The Response should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Unclear, ambiguous statements such as “all reasonable effort to provide” must be avoided. Failure to address any of the requirements may be subject to rejection and/or misinterpretation. Inability to meet any specified requirements must be so stated and thoroughly explained.

The RFQ Response (with a 35-page limit – NOT TO INCLUDE THESE SPECIFICATIONS OR ADDENDA ISSUED) shall include the following:

ITEM 1. Letter of Transmittal

The letter of transmittal must contain the following statements and information, and is not intended to be a summary of the proposal:

1. Company name, address, and telephone number(s) of the firm submitting the proposal.
2. Name, title, address, email address and telephone number of the contact person or persons, authorized to represent the firm and to whom to direct correspondence.
3. Taxpayer identification numbers of the firm.
4. Brief statement of understanding of the services to be performed and a positive commitment to provide the specified services.
5. Signature of a corporate officer or other individual legally authorized to bind the applicant to both its proposal and cost schedule.
6. Statement which indicates **“proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with County.”**

ITEM 2. General Vendor Information

RFQ Response shall also include the following Vendor Information:

1. Name of the firm and home location for Contractor desiring to contract with the County.
2. Firm’s local address.
3. Firm’s corporate or main office address.
5. Number of years the firm has been in business.
6. Total Number of Clients.
7. Total Number of Full-Time Personnel.
8. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
9. Firm’s organization chart.
10. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.

11. A description of representative work accomplished for all jobs within the past five (5) years.
12. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
13. Describe reasons why the firm would be uniquely qualified to provide Grant Planning, Grant Application, Grant Administration, and Grant Management Services to Jefferson County.
14. Describe any unique services offered by your firm.
15. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on **PAGE 33** of this RFQ specifications package.

ITEM 3. Technical Proposal

Provide a detailed technical and narrative response regarding the ability to provide the components as stated within the Scope of Work. The Evaluation Criteria listed in the Evaluation of Proposals section below provides additional information and the criteria that evaluators will use:

a. Understanding the Proposal.

Responses will include comprehensive information and narrative statements that illustrate proposer's understanding of the requirements of the project and the project schedule.

b. Methodology Used for the Proposal.

Responses will include comprehensive information and narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work.

c. Management Plan for the Proposal.

Response shall include comprehensive information and narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work.

d. Experience and Qualifications.

Response shall include a detailed explanation of your experience with similar projects and employees.

i. Organization and Capabilities of Team:

Response shall include narrative description of the organization and capabilities of the project team and a personnel roster that identifies each person who will actually work on the contract.

ITEM 4. Financial/Cost Proposal

Response shall include a Cost Proposal for the proposed services, including any, fees, training, implementation, and any other costs required.

SECTION 4: EVALUATION CRITERIA AND PROCESS

4.1 SELECTION REVIEW COMMITTEE

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

Evaluation Criteria Weight:

- Cost 10% **(10 points)**
- Understanding of the project and/or services required 25% **(25 points)**
- Years in business/experience/history working with government 30% **(30 points)**
- Methodology/functionality / service or project plan 15% **(15 points)**
- Management plan/administration 15% **(15 points)**
- Preference for minority and women owned businesses/labor surplus area firms **5% (5 points)**

TOTAL % / POSSIBLE EVALUTION POINTS: 100% (100 points)

4.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

4.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible(certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the proposal.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. **No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.** Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

4.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the proposal which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

4.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

1. **Specific area of focus / special requirements**
2. **Cost**
3. **Availability of the Contractor**
4. **Prior performance of the Contractor**

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

RFQ Number & Name: (RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: 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.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

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

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

The undersigned agrees, if this RFQ response 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 Request for Statements of Qualification, Conditions of RFQ Response, 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 RFQ Response in collusion with any other Respondent, and that the contents of this RFQ Response as to prices, terms or conditions of said Response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent 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 respond or not to respond thereon.

RFQ Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official *(Please Print)*

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|--|--|
| Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance | Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award | Report Type: _____ a. initial filing _____ b. material change |
| Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known: | If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: | |
| Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____ | |
| Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

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
- (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.

CONFLICT OF INTEREST QUESTIONNAIRE

| | | |
|--|--|---|
| 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 | <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| 3 | Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> _____ Name of Officer </div> This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the vendor? <div style="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> 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 named in this section AND the taxable income is not received from the local governmental entity? <div style="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> C. Is the filer of this questionnaire employed by 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? <div style="text-align: center; margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> D. Describe each employment or business and family relationship with the local government officer named in this section. | |
| 4 | <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> _____ Date </div> </div> | |

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

| | | |
|---|---|------------------------|
| LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT | | FORM CIS |
| 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 |
| 1 | Name of Local Government Officer | Date Received |
| 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 employment or other business 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 | AFFIDAVIT 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. <div style="text-align: center; margin-top: 20px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div> | |

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson 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) “Non-resident RFQ Respondent” refers to a person who is not a resident.
- (4) “Resident RFQ Respondent” 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 Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent 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 bid/proposal/response: | |
| 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 Jefferson County.

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

* This is the property amount identification number assigned by the Jefferson 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.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

On this ____ day of _____, 2023, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County 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 County or any selected County 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 County, and more specifically agree as follows:

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, 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 County.
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 County.
3. Consultant agrees to maintain the confidentiality of any and 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 County’s written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
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 Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County 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 County 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: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

**RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2023

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX B.

Addendum to RFQ

RFQ NUMBER: RFQ 23-058/JW

RFQ TITLE: PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) (U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 1

ISSUED (DATE): 9/13/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- REVISED SECTION 1 (REVISIONS IN RED PRINT)
- REVISED SECTION 4 (REVISIONS IN RED PRINT)
- ADDITION OF SAMPLE RFQ RESPONSE RATING SHEET
- REVISED RESPONDENT'S CERTIFICATION FORM (REVISIONS IN RED PRINT)

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

| | |
|-------------------------------|--------------------------------------|
| Witness | Authorized Signature (Respondent) |
| Witness | Title of Person Signing Above |
| Witness | Typed Name of Business or Individual |
| Approved by _____ Date: _____ | Address |

ADDENDUM NO. 1 (RFQ 23-058/JW)

(REVISED) SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 23-058/JW) PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

1.1 PURPOSE.

Jefferson County is requesting statements of qualifications and experience from all interested individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded. (Community Wildfire Protection Plan CWPP Grant 2023, South, Department of Agriculture, Forest Service)

The Biden-Harris Administration allocated up to \$200 million in funds to reduce wildfire risk to communities across the state of Texas.

Grant Application Deadline for the potential CWPP funding is October 31, 2023.

The program provides funding to community for two primary purposes:

- Develop and Revise Community Wildfire Protection Plans (CWPP)
- Implement Projects described in the Community Wildfire Protection Plan (that is less than 10 years old).

1.2 SCOPE OF WORK

The qualified/successful consulting firm is to provide all the necessary labor, research, and data required for the satisfactory completion of a Community Wildfire Protection Plan (CWPP), as described in this RFQ.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildfire risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation that supports multi-benefit activities to reduce risk of loss of life and property and harmful impacts to natural resources.

The qualified firm will also include data comparing the strategic value, degree of readiness, and estimated cost of proposed mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Service (USFS) and neighboring jurisdictions and agencies.

The CWPP will fund a Wildfire Defense plan to mitigate wildfire risks as the nation faces ongoing wildfire crisis.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildlife risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Services (USFS) and neighboring jurisdictions and agencies.

The final CWPP work product shall include a number of vital components:

1) Community base maps that presents information such as high wildfire risk areas, evacuation routes, inhabited areas at elevated fire risk, high value assets, land ownership boundaries, vegetated areas that may contain critical infrastructure, forest and grasslands at elevated risk, watershed boundaries, stream networks, fire history and previous fuel treatments, topographic conditions access roads, location of suppression resources, and other information as necessary.

- 2) A detailed risk assessment evaluating and analyzing the overall risk of wildfire impacts on critical infrastructure, housing, businesses, and transportation with an emphasis on preparedness and firefighting capability. This assessment should be informed by both desk and field assessment and the broad collection of relevant and available data.
- 3) Incorporation of municipal plans into the CWPP.
- 4) An actionable plan that can be relied upon for meaningful wildfire protection efforts.

Professional Services and all documents prepared for the County by the Contractor (Awarded Grant Administrator) shall conform to all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and orders.

In performing the work, the Contractor shall use the degree of care and skill ordinarily exercised under similar circumstances by members of the same profession working within the State of Texas. **The Contractor represents to the County that the Contractor and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally complete and submit the grant application; as well as provide planning, administration, and management services should the County receive CWPP funding.**

1.3 STATEMENT OF QUALIFICATIONS.

The County is seeking qualified professional individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded.

RFQ Respondents, please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CWDG, Disaster Recovery Grants, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Description of which specific parts of the Scope of Work the service provider proposes to perform;
- Description of the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

1.4 PROPOSED COST OF SERVICES.

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit RFQ Responses for any or all activities. Preference will be given to firm fixed pricing. The RFQ Response must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. The local government reserves the right to negotiated pricing.

Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

(REVISED) 1.5 EVALUATION CRITERIA.

The RFQ Response received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| Criteria | Maximum Points |
|---|-----------------------|
| Experience of the Firm | 30 |
| Prior Work Performance | 25 |
| Capacity to Perform | 30 |
| Historically Underutilized Business (HUB) | 10 |
| Proposed Cost | 5 |
| Total | 100 |

1.6 SUBMISSION REQUIREMENTS.

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest**
(if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City/County/District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.**
Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's RFQ Reponse.
- **Form CIQ**, (enclosed).
Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response. **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, (enclosed).
Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions.**
Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
- **Contracting with minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps **are required of the prime contractor**:
 - 1) Placing qualified minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

6) **Please choose the MBDA Center that is in closest proximity to your community.**

Email your Request for Qualifications (RFQ) to the appropriate center.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550B
 Dallas, TX 75247
 214-920-2436
 Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

Houston MBDA Business Center

3100 Main Street, Ste. 701
 Houston, TX 77002
 713-718-8974
 Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: MBDA@hccs.edu

El Paso MBDA Business Center

2401 East Missouri Avenue
 El Paso, TX 79903
 915-351-6232
 Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324B
 San Antonio, TX 78207
 210-458-2480
 Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: orestes.hubbard@utsa.edu

Woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC

7800 N. Stemmons Fwy., Ste. 120
 Dallas, TX 75247
 214-572-9452
 Website: <https://womensbusinesscenterdfw.com/>

Email: wbcdfw@liftfund.com

WBEA – Women's Business Center

9800 Northwest Freeway, Ste. 120
 Houston, TX 77092
 713-681-9232
 Website: <https://www.wbea-texas.org/womens-business-center>

Email: wbc@wbea-texas.org

LiftFund Women's Business Center

600 Soledad St.
 San Antonio, TX 78205
 888-215-2373 ext. 3000
 Website: <https://womensbusinesscentersa.com/>

Email: wbc@liftfund.com

1.7 DEADLINE FOR SUBMISSION:

RFQ Responses must be received no later than **11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023**. It is the responsibility of the submitting entity to ensure that the RFQ Response is received in a timely manner. received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

QUESTIONS: Any questions or requests for clarification must be submitted in writing via EMAIL to Jamey West, Contract Specialist at: Jamey.West@jeffco.tx.us by 12:00 PM (NOON) CT, FRIDAY, SEPTEMBER 15, 2023.

Jefferson County may, if appropriate, circulate the question and answer to all service provider's submitted RFQ Responses.

1.8 PROCEDURE.

Qualified Individuals/Consulting Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.9 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Selection Review Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.10 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Selection Review Committee. RFQ Responses, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Selection and Review Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Selection and Review Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.11 SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. The qualified individuals/consulting firms selected for this project is to provide all the necessary labor, research, and data required for the satisfactory preparation and submission of a grant application for the funding of a Community Wildfire Protection Plan (CWPP). If the County is awarded grant funding the awarded individual/firm will also provide grant administration and management services for this project.

1.12 LAWS AND REGULATIONS.

A. The **Grant Administrator** contracted for this project must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 4: EVALUATION CRITERIA AND PROCESS

4.1 SELECTION REVIEW COMMITTEE

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

~~(OMIT) Evaluation Criteria Weight:~~

- ~~▪ Cost 10% (10 points)~~
- ~~▪ Understanding of the project and/or services required 25% (25 points)~~
- ~~▪ Years in business/experience/history working with government 30% (30 points)~~
- ~~▪ Methodology/functionality / service or project plan 15% (15 points)~~
- ~~▪ Management plan/administration 15% (15 points)~~
- ~~▪ Preference for minority and women owned businesses/labor surplus area firms 5% (5 points)~~

~~**TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)**~~

4.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

4.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the proposal.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. **No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.** Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

4.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the proposal which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

4.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

1. **Specific area of focus / special requirements**
2. **Cost**
3. **Availability of the Contractor**
4. **Prior performance of the Contractor**

**Management Professional Services Rating Sheet
NFS CWDG-MOD / CWPP**

Rate the Firm's Proposal in the following areas:

| A. Experience and Qualifications | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Experience with application grant writing and project delivery services for State and Federally funded projects. | 15 | |
| 2. Experience working with the Cities and Counties | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| B. Work Performance (references and prior experience with firm) | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Work product is consistently of high quality | 5 | |
| 2. Facilitates completion of project activities on schedule | 5 | |
| 3. Understands the approach for project implementation | 5 | |
| 4. References from current/past clients | 10 | |
| <i>SUBTOTAL</i> | <i>25</i> | |

| C. Capacity to Perform | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Staffing level/experience, special skills | 15 | |
| 2. Understanding of CWDG/CWPP | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| D. Affirmation Action | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal) | 10 | |
| <i>SUBTOTAL</i> | <i>10</i> | |

| E. Proposed Fee | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Price is reasonable considering the firm's experience and qualifications | 5 | |
| <i>SUBTOTAL</i> | <i>5</i> | |

| Scoring Summary: | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| A. Experience of firm | 30 | |
| B. Work performance/program implementation | 25 | |
| C. Capacity to perform | 30 | |
| D. Affirmation Action | 10 | |
| E. Proposed Fee | 5 | |
| <i>TOTAL SCORE</i> | <i>100</i> | |

ADDENDUM NO. 1 - REVISED RESPONDENT'S CERTIFICATION

I have carefully examined the **Request for Statements of Qualifications Specifications**, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the **Request for Statements of Qualifications**. I agree that my response will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this **RFQ Response** on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFQ response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2023

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX C.

Addendum to RFQ

RFQ NUMBER: RFQ 23-058/JW

RFQ TITLE: PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
(U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 2

ISSUED (DATE): 9/18/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

-CLARIFICATIONS

-Addition of Cost Proposal Form for RFQ Submission

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ 23-058/JW)

PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES FOR
COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
(U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

CLARIFICATIONS

QUESTION 1: Would Jefferson County consider extending the deadline to allow respondents time to incorporate any Addenda into the response?

ANSWER: NO.

The County is unable to extend the deadline for RFQ submissions for this project due to the overall timeframe for the grant application submission.

QUESTION 2: How long will the review committee take to select a contractor for RFQ 23-058/JW?

ANSWER: Due to the time constraints of the grant application for CWPP funding, the Selection Review Committee and Award/Contract process will be expedited, with a goal of having the RFQ awarded and contract executed by the second week of October.

QUESTION 3: Please clarify if respondents are required to fill out the documents referenced in Section 1.6 Submission Requirements, Section 2 Certification Forms, Sample Form 1295, and the forms referenced on pages 32-46 for this response.

ANSWER: Respondents should complete and include any documentation requested or within the RFQ Specifications and any associated addenda.

QUESTION 4: Should the respondent ship the response to the following address on page one or the closest MBDA Center listed on page five? Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

ANSWER: Please follow all submission instructions included in Section 3 (Page 21).

Responses must be submitted in complete original form by mail or messenger to the following address (and marked with Attention/RFQ#):

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Attention: Deborah Clark, Purchasing Agent

RE: RFQ 23-058/JW

QUESTION 5: Please clarify if the respondent should follow the Statement of Qualifications format in 1.3 Statement of Qualifications on page three or the Statement of Qualifications requirements in 3.10 Minimum Requirements for RFQ response on page twenty- eight.

ANSWER: RFQ Responses should *meet all requirements* included in the RFQ Specifications. Format shall include requested information and/or documentation in order as it is written in the specifications or order determined by respondent (must be clear and concise).

ADDENDUM NO. 2 – CLARIFICATIONS (CONTINUED)

QUESTION 6: RFQ Page 3 of 46 instructs, “Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms.” Yet no Cost of Services pages are included in a Required RFP Forms packet. **Question:** Is a Cost of Services form required? If so, could the County provide the form?

ANSWER: Respondents are to utilize the **Cost Proposal Form included in this addendum, PAGE 5.**

QUESTION 7: RFQ Page 6 of 46 states, “Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm.” Yet Page 29 of 46, Item 4 Financial/Cost Proposal states, “Response shall include a Cost Proposal for the proposed services, including any, fees, training, implementation, and any other costs required,” and the amended evaluation criteria in Addendum 1 cites 5 maximum points for Proposed Cost. Should the response include a Cost Proposal, as described on Page 29?

ANSWER: Please find a *full revision* of Section 1, Item 1.8 Procedure, Page 6 **on PAGE 4** of this addendum. Responses should include a Cost Proposal, **please see PAGE 5 of the addendum for a template of this form.**

QUESTION 8: RFQ Page 6 of 46 states, “Any questions or requests for clarification must be submitted... by 12:00 PM (NOON) CT, FRIDAY, SEPTEMBER 15, 2023.” Yet RFQ Page 31 of 46 states, “Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.” **Question:** What is the deadline for questions/inquiries?

ANSWER: Page 31 includes a simple typo. The deadline for inquiries is not the same day as RFQ response submissions. **As written in Section 1. “Deadline for Submission”, page 6, the deadline for RFQ submission is: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023.**

QUESTION 9: RFQ Page 28 of 46 cites a 35-page limit for the RFQ Response (not enclosed specifications or addenda). **Question:** Would the County permit an appendix for resumes?

ANSWER: **Yes, Resumes may be included as an appendix** – this will not count towards the 35-page response limit.

SPECIFICATIONS PAGE 6.**(REVISED) SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
(RFQ 23-058/JW) PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT
SERVICES FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

(REVISED) 1.8 PROCEDURE.

Qualified Individuals/Consulting Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, qualifications, **and cost proposal**. ~~(OMIT): Fees, price, work hours, or any other cost information will not be considered in the development of the short list.~~

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. ~~OMIT: Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm.~~ If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

**A COST PROPOSAL FORM to be utilized in the response submission is attached.
(Addendum No. 2, Page 5)**

COST PROPOSAL FORM
(RFQ 23-058/JW)

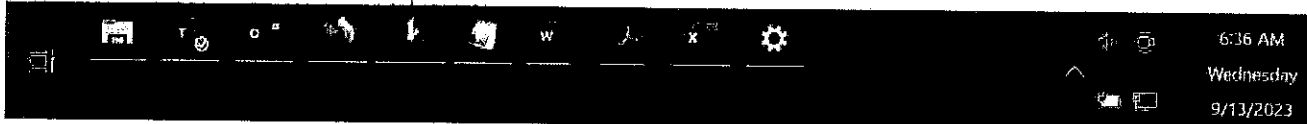
COST TO PROVIDE: all the necessary labor, research, and data required *for the satisfactory completion* of a Community Wildfire Protection Plan (CWPP), as described in the above-referenced Request for Statements of Qualifications.

| |
|------------------|
| \$ _____ . _____ |
|------------------|

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX D.

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

| Entity Registration | | H2O PARTNERS INC | |
|---------------------------------------|---|--|---|
| Core Data | Unique Entity ID FMCPYJMNWJW7 | Registration Status | Expiration Date |
| Business Information | CAGE/NCAGE 4BX74 | <input checked="" type="radio"/> Active Registration | Jan 18, 2024 |
| Entity Types | Physical Address 260 Addle Roy RD STE 150 Austin, Texas 78746-4107, United States | Purpose of Registration All Awards | Mailing Address P.O. Box 160130 Austin, Texas 78716-0130, United States |
| Financial Information | | | |
| Points of Contact | | | |
| Assertions | | | |
| Reps and Certs (FAH/DFARS) | | | |
| Reps and Certs (Financial Assistance) | Version | Current Record | ▼ |
| Exclusions | | | |



The above printout from www.SAM.gov verifies that H2O Partners, Inc. has an active registration status in the System for Award Management. Neither the firm or its Principals, are debarred, suspended, or otherwise on the Excluded Parties List System (EPLS).

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1072236

Date Filed:
 09/15/2023

Date Acknowledged:

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

H2O Partners, Inc.
 Austin, TX United States

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

Jefferson County, Texas

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.

RFQ 23-058/JW
 Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP)

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

5 Check only if there is NO Interested Party.



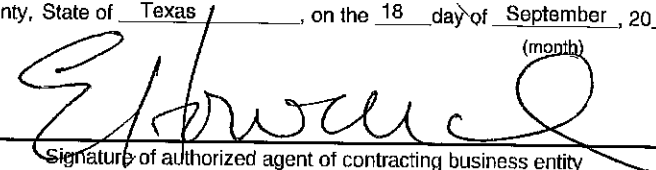
6 UNSWORN DECLARATION

My name is Eric Howard, and my date of birth is October 23, 1961.

My address is 260 Addie Roy Road, Suite 150, Austin, TX, 78746, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 18 day of September, 2023.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)

RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY) PROOF BEHIND THIS PAGE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
8/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Adams Insurance Service, Inc. 427 West 20th Street, Suite 501 Houston TX 77008 | | CONTACT NAME: Jody Berry PHONE (INS. No. Ext.): 713-889-9346 FAX (INS. No.): EMAIL: jberry@adamsins.com ADDRESS: jberry@adamsins.com | |
| INSURED H2O Partners Inc. 280 Addie Roy Rd., Ste. 150 Austin TX 78748 | | INSURER(S) AFFORDING COVERAGE INSURER A: Professional Solutions Insurance Company NAIC # 11127 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 813216047 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR. LTR. | TYPE OF INSURANCE | ADDITIONAL SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF. (MMDDYYYY) | POLICY EXP. (MMDDYYYY) | LIMITS |
|-------------|--|-------------------------------|---------------|------------------------|------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC. <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below: | Y/N | | | | PER STATUTE <input type="checkbox"/> N/A E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | IU194DMLA238 | 5/21/2023 | 5/21/2024 | Each Occ: \$2,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks & schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER SAMPLE | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

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PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX E.

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)

FEE SCHEDULES.

CONFIDENTIAL

PROPOSED FEE-CONFIDENTIAL

The Price Detail Table below provides a firm, fixed-price cost proposal. The milestone and Grand Total pricing presented in the table cover all services related to grant application submission and CWPP development as described in the RFQ.

Price Detail Table

| Description | Amount |
|---|----------|
| Grant Development / Submission | |
| USDA-FS-2023-CWDG-SGSF Planning Grant Application: Funding application for completion of the Jefferson County Community Wildfire Protection Plan (CWPP) | \$2,730 |
| Community Wildfire Protection Plan Development | |
| Develop Planning Process: Organize CWPP Working Group and develop planning process and goals | \$15,730 |
| Risk and Vulnerability Assessment: Identify/review hazards and develop Risk Assessment Report and GIS maps; finalize risk and vulnerability assessments; conduct risk workshop and public meeting | \$22,100 |
| Mitigation Strategy Development: Incorporate information from risk and capability assessments; review/analyze previous mitigation actions; conduct mitigation workshop and public meeting; develop and prioritize mitigation actions | \$24,310 |
| Draft, Finalize and Maintain Plan: Develop CWPP draft; submit to Working Group for approval; incorporate edits; finalize and submit CWPP to Texas Forest Service | \$20,020 |
| Project Completion: Final Presentation; Forest Service approval; adoption by Jefferson County | \$4,420 |
| GRAND TOTAL | |



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

COST PROPOSAL FORM
(RFQ 23-058/JW)

COST TO PROVIDE: all the necessary labor, research, and data required *for the satisfactory completion* of a Community Wildfire Protection Plan (CWPP), as described in the above-referenced Request for Statements of Qualifications.

| |
|----------------------------|
| \$ _____ 89,310 . 00 _____ |
|----------------------------|

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)

RFQ Response Submission.



PROPOSAL FOR:

Jefferson County, Texas

RFQ #: 23-058/JW

**Professional Grant Planning, Administration, and
Management Services for Community Wildfire
Protection Plan (CWPP)**

ORIGINAL

September 21, 2023

Submitted to:

Jefferson County

Attn: Jamey West, Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Submitted by:

H2O Partners, Inc.

Contact: Julie Wickert
260 Addie Roy Road, Suite #150
Austin, Texas 78746



PROPOSAL FOR:

Jefferson County, Texas

RFQ #: 23-058/JW

**Professional Grant Planning, Administration, and
Management Services for Community Wildfire
Protection Plan (CWPP)**

September 21, 2023

Submitted to:

Jefferson County

Attn: Jamey West, Contract Specialist
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Submitted by:

H2O Partners, Inc.

Contact: Julie Wickert
260 Addie Roy Road, Suite #150
Austin, Texas 78746



September 19, 2023

Jamey West, Contract Specialist
1149 Pearl St. 1st Floor
Beaumont, TX 77701

Re: RFQ 23-058/JW for Professional Grant Planning, Administration, and Management Services for
Community Wildfire Protection Plan (CWPP)

Dear Ms. West,

The following sections of our proposal contain confidential or proprietary information:

- Resumes of Key Personnel, Pages 15-27
- Proposed Fee, Page. 30

Each of these sections in the Statement of Qualifications are marked "Confidential" in the attached proposal. H2O partners kindly requests that Jefferson County protects these portions from public disclosure.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Howard", written in a cursive style.

Eric Howard, Vice President



September 19, 2023

Jamey West, Contract Specialist
 1149 Pearl St. 1st Floor
 Beaumont, TX 77701

Re: RFQ 23-058/JW for Professional Grant Planning, Administration, and Management Services for
 Community Wildfire Protection Plan (CWPP)

Dear Ms. West,

Jefferson County seeks an experienced, reliable consulting firm to assist with applying for USDA-FS-2023-CWDG-SGSF funding administered through the Texas A&M Forest Service. The consultant will then be responsible for leading a collaborate effort to develop the County's Community Wildfire Protection Plan (CWPP). H2O Partners is pleased to submit the following proposal in response to the RFQ referenced above.

Jefferson County has firsthand experience with the quality and timeliness of our team's work; H2O Partners recently completed the County's Hazard Mitigation Plan Update. Through this process, we gained an in-depth understanding of Jefferson County's capabilities, risks, and vulnerabilities regarding potential natural hazards, including wildfires. As you will see in our attached response, H2O Partners offers a highly competent grant administration and mitigation planning team with a successful track record performing all required tasks on time and in compliance with applicable grantor, local, state, and federal requirements.

Requested information follows:

| | |
|----------------------------|--|
| Company Name: | H2O Partners, Inc. |
| Company Address: | 260 Addie Roy Road, Suite 150, Austin, TX 78746 |
| Phone Number: | 888-318-5112 |
| Proposal Contact | Julie Wickert, Business Development Manager |
| Contact Email: | jwickert@h2opartnersusa.com |
| Contact Phone: | 512-221-4831 |
| Taxpayer ID Number: | 742994685 |

H2O Partners has the experience and capacity to provide all specified services, and we will comply with the contract terms and conditions set forth in this RFP. **Proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with Jefferson County.**

My signature certifies that I am authorized to legally bind H2O Partners, Inc. H2O would be honored to serve as an Administrative and Planning consultant for Jefferson County and look forward to next steps.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Howard".

Eric Howard, Vice President

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Introduction

Jefferson County seeks a qualified, experienced consultant to obtain a Community Wildfire Defense Grant (CWDG) through the USDA-FS-2023-CWDG-SGSF Program. Upon grant approval, the consultant will develop the County's Community Wildfire Protection Plan (CWPP).

H2O Partners offers substantial experience in preparing mitigation grant applications and administering and implementing mitigation grant-funded projects. Since the implementation of the Disaster Mitigation Act of 2000, H2O Partners has developed Hazard Mitigation Plans that serve **more than 1,000 jurisdictions**. Jefferson County has firsthand experience with the quality and timeliness of our team's work; H2O Partners recently completed the County's Hazard Mitigation Plan Update. Through this process, we gained an in-depth understanding of Jefferson County's capabilities, risks, and vulnerabilities regarding potential natural hazards, including wildfires. We have a **100 percent success rate** gaining planning grant awards and Plan approval on behalf of our clients. Our dedicated mitigation team is ready to again put our local knowledge and planning expertise to work for Jefferson County.

MINIMUM REQUIREMENTS FOR RFQ RESPONSE

ITEM 1. TRANSMITTAL LETTER

The transmittal letter is included before the Table of Contents.

ITEM 2. GENERAL VENDOR INFORMATION

The requested vendor information follows:

1. **Name of firm and home location** – H2O Partners, Inc.; Austin, Texas.
2. **Firm's local address** – 260 Addie Roy Road, Suite 150, Austin, Texas 78746
3. **Firm's corporate or main office address** - 260 Addie Roy Road, Suite 150, Austin, Texas 78746
5. **Number of years the firm has been in business** – 22 years
6. **Total number of clients** - H2O Partners has developed 101 separate mitigation plans in Texas, covering 163 of the state's 254 counties, including Jefferson County.
7. **Total number of full-time personnel** – 30 full time personnel
8. **Staff assigned** – H2O Partners has assigned qualified, experienced professional staff to Jefferson County's CWPP. Please see the **Capacity to Perform** section of this proposal for details.
9. **Firm's organizational chart** – H2O Partners' organizational chart is included in the **Capacity to Perform** section of this proposal.
10. **Contact persons** – Eric Howard, Vice President, is authorized to contractually bind H2O Partners (260 Addie Roy Road, Suite 150, Austin, TX 78746 | 512-940-9300 | eric@h2opartnersusa.com). Julie Wickert, Business Development Manager, is the contact for addressing questions during proposal evaluation (512-221-4831 | jwickert@h2opartnersusa.com)
11. **Description of representative work** – A description of representative work accomplished for all jobs within the past five (5) years is provided in the **Prior Work Performance** section of this proposal.

12. **Detailed experience summary** – A detailed summary of H2O Partners’ experience in providing the kinds of services specified in this RFQ to governmental entities is provided in the **Experience of the Firm** section of this proposal.
13. **Uniquely qualified** – H2O Partners is uniquely qualified to provide Jefferson County with the services specified in this RFQ. Please see the **H2O Partners’ Unique Qualifications and Services** section below.
14. **Unique services** - Please see the **H2O Partners’ Unique Qualifications and Services** section below.
15. **References** – We have provided a list of references for work similar to that proposed here. Please see the Vendor Reference Form, which is included in **Appendix A Specifications Packet**.

H2O Partners’ Unique Qualifications and Services

Uniquely Qualified to Provide Services. H2O Partners is uniquely qualified to assist Jefferson County in developing its USDA-FS-2023-CWDG-SGSF grant application and, upon award, to produce the Jefferson County Community Wildfire Protection Plan (CWPP) in close collaboration with the region’s stakeholders. With the October 31 grant application deadline approaching quickly and the critical importance of having a comprehensive, actionable CWPP in place, the County requires a trusted service provider with the capacity, experience, and expertise to fulfill all project tasks in a timely and effective manner. The following unique characteristics position H2O Partners to offer efficiencies and assurances that may not be available from other firms:

- **Relevant experience gained as Texas’ leading hazard mitigation planning firm.** Since the implementation of the Disaster Mitigation Act of 2000 and the Healthy Forests Restoration Act of 2003, H2O Partners’ mitigation team has developed 101 separate Hazard Mitigation Action Plans and Plan Updates, covering 163 of Texas’ 254 counties. These Plans consider wildfire risk, serve more than 1,000 jurisdictions, and have a 100 percent success rate obtaining FEMA approval, often with few or no revisions required. Additionally, we recently completed the statewide Plan for the State of Texas. Our cohesive team is adept at engaging local communities in the mitigation planning effort and producing comprehensive, compliant Plans.
- **Jefferson County-specific knowledge through recent completion of County’s Hazard Mitigation Plan.** Our recent, in-depth planning experience with the County will help streamline the grant application and CWPP planning processes. We are acquainted with County leaders and local municipalities’ firefighting professionals; we know which communities have existing wildfire planning documentation; we have worked with the County to rank wildfire hazard using Texas Forest Service information; we are familiar with critical facilities throughout the County; we have gathered and/or produced WUI and other wildfire-related maps. There is much further action needed to conduct the CWPP process, and H2O Partners is best positioned to assist the County in its successful and timely completion.
- **Grant compliance expertise gained reviewing and monitoring grants for various state agencies.** H2O Partners has gained insight into the most practical and effective mitigation projects through the management of FEMA Public Assistance (PA) and Hazard Mitigation Assistance (HMA) programs on behalf of local and state governments. These include the New York State Governor’s Office of Storm Recovery, the Texas Division of Emergency Management, and the New Mexico Department of Homeland Security and Emergency Preparedness. This work includes the review, management, and closeout of projects totaling more than \$1 billion dollars. H2O Partners offers a highly competent grant administration team with a successful track record performing all required tasks on time and in compliance with applicable grantor, local, state, and federal requirements. We understand what

is required for a grant to be awarded and to adhere to all applicable requirements. This experience positions H2O to provide expert strategic guidance on obtaining and managing CWDG funds. With extensive grant experience totaling more than \$12 billion awarded to H2O Partners clients, we are ready to put our capabilities to work for Jefferson County.

Unique Services. H2O Partners' broader participation in the following FEMA and state program areas has instilled a holistic understanding of the larger disaster mitigation and recovery landscape:

- Managing disaster recovery and Public Assistance programs on behalf of local communities and states;
- Developing and Managing FEMA HMA projects at the local, state, and federal levels;
- Providing guidance on NFIP compliance for CRS participation;
- Assisting the Hazard Mitigation Technical Assistance Program (HMTAP) in developing enhanced floodplain management standards and review of HMGP applications; and
- Reviewing CDBG Mitigation (CDBG-MIT) applications for eligibility and managing CDBG-MIT and Disaster Recovery projects at the state level;
- Providing high-level Stafford Act policy guidance, technical assistance, training, and workflow improvements at the local, state, and federal levels; and
- Creating and conducting nationwide NFIP training for agents, lenders, and claims adjusters.

ITEM 3. TECHNICAL PROPOSAL

H2O Partners has the experience, expertise, and capacity to provide the components as stated in the Scope of Work. Our proposal provides a detailed technical and narrative response regarding our ability and approach to fulfilling all requirements:

- a. Understanding the Proposal** – H2O Partners' understanding of the project and schedule requirements. Please see the **Capacity to Perform** section of this proposal.
- b. Methodology** – Methodology to accomplish the work. Please see **Capacity to Perform**.
- c. Management Plan** – Description of management approach proposed to attain quality results. Please see **Capacity to Perform**.
- d. Experience and Qualifications** – Please see **Experience of the Firm** for a description of H2O Partners' experience with similar projects and **Capacity to Perform** for employee experience.
- e. Organization and Capabilities of Team** – A description of H2O Partners is found in **Experience of the Firm**, and the capabilities of each person assigned to the Jefferson County project team are described in **Capacity to Perform**.

ITEM 4. FINANCIAL/COST PROPOSAL

Our Cost Proposal for the proposed services is provided in the **Proposed Fee** section. The Cost Proposal covers all costs required, including fees, training, and implementation.

STATEMENT OF QUALIFICATIONS

EXPERIENCE OF THE FIRM

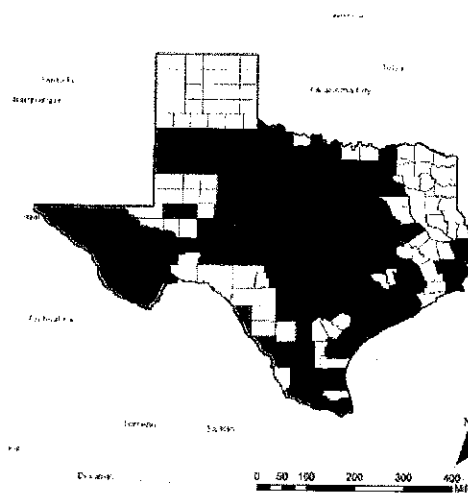
This section of the proposal provides a detailed summary of H2O Partners’ experience in providing the kinds of services specified in this RFQ. In reviewing this section, Jefferson County evaluators will see that H2O Partners has extensive experience providing the services proposed here:

- ✓ Experience with application grant writing and project delivery services for State and Federally funded projects
- ✓ Experience working with the Cities and Counties

Brief History

Headquartered in Austin, Texas, H2O Partners, Inc. was founded in 2001 by Jo Ann Howard, FEMA’s former National Flood Insurance Program (NFIP) Administrator. H2O Partners is an industry-leading corporation with expertise in mitigation grant management and planning, specializing in hazard mitigation, disaster recovery, outreach, and training. Our mission is to build and improve upon our clients’ capability to prepare for, respond to, recover from, and mitigate the impacts of natural disasters with a tailored, flexible, and cost-effective approach.

Jefferson County will benefit from H2O’s extensive experience monitoring grant eligibility and compliance on behalf of multiple states. H2O Partners offers a highly competent grant administration team with a successful track record performing all required tasks on time and in compliance with applicable grantor, local, state, and federal requirements. This experience positions H2O to provide expert strategic guidance on obtaining CWDG funds, producing a compliant CWPP, and supporting grant management compliance tasks.



H2O Partners mitigation planning clients. *Shaded counties represent recent or active clients.*

Recent Related Experience

Since the implementation of the Disaster Mitigation Act of 2000 and the Healthy Forests Restoration Act of 2003, H2O Partners has developed 101 separate mitigation plans in Texas, covering 163 of the state’s 254 counties. We understand the factors that will contribute to productive working relationships with the USDA Forest Service and Texas A&M Forest Service. Our success working with these agencies will contribute to Jefferson County’s success in obtaining grant funding and gaining approval for its CWPP.

Planning Grant Development. H2O Partners has assisted communities with planning grant development and project initiation since 2003. The following are examples of jurisdictions for which our team has gained grant funding for mitigation planning from various programs:

| Mitigation Planning Grant Examples | |
|--|--|
| • Central Texas Council of Governments (CTCOG) | • West Central Texas Council of Governments (WCTCOG) |
| • Concho Valley Council of Governments | • Nortex Regional Planning Commission (NRPC) |

| Mitigation Planning Grant Examples | |
|---|----------------------|
| • Guadalupe-Blanco River Authority (GBRA) | • Caldwell County |
| • Houston County | • City of San Angelo |
| • Lavaca County | • Van Zandt County |
| • Lubbock County | • Williamson County |
| • Texas Colorado River Floodplain Coalition (TCRFC) | • Milam County |

Planning Services Experience. H2O has provided Hazard Mitigation planning services to jurisdictions from state agencies to school districts. **Each of these Hazard Mitigation Plans and Plan Updates includes the consideration of the respective community's vulnerability to wildfire.** The following table lists examples of recent relevant planning services projects.

Hazard Mitigation Planning Examples

| State Agencies | | |
|---|--|-----------------------|
| • Texas Division of Emergency Management (TDEM) | | |
| River Authorities | | |
| • Brazos River Authority | • Guadalupe-Blanco River Authority | |
| • San Antonio River Authority | • Lower Colorado River Authority | |
| Councils of Government (COGs) | | |
| • Alamo Area COG | • Rio Grande COG | |
| • Brazos Valley COG | • South Plains Association of Government | |
| • Concho Valley COG | • West Central Texas COG | |
| • Heart of Texas COG | • Central Texas COG | |
| • North Central Texas COG | • Nortex RPC | |
| • South East Texas RPC | | |
| Stakeholder Groups | | |
| • Texas Tech University | • Port of Freeport, TX | |
| • Texas A&M International University | • M.D. Anderson Cancer Center | |
| Cities and Counties | | |
| • City of Austin, TX | • South Padre Island, TX | • Lubbock County, TX |
| • City of Plano, TX | • City of Laguna Vista, TX | • Brooks County, TX |
| • City of Richardson, TX | • City of Primera, TX | • Duval County, TX |
| • City of Round Rock, TX | • City of Rio Hondo, TX | • Hidalgo County, TX |
| • City of Georgetown, TX | • City of San Benito, TX | • Jim Hogg County, TX |
| • City of Southlake, TX | • City of Rancho Viejo, TX | • Kennedy County, TX |
| • City of Port Isabel, TX | • Cameron County, TX | • McMullen County, TX |
| • City of La Feria, TX | • Ector County, TX | • Pecos County, TX |
| • City of Los Fresnos, TX | • Harris County, TX | • Reeves County, TX |
| • City of Bayview, TX | • Houston County, TX | • Starr County, TX |
| • City of Indian Lake, TX | • Jackson County TX | • Travis County, TX |

| | | |
|---------------------------|----------------------------|------------------------|
| • City of Odessa, TX | • Kaufman County, TX | • Webb County, TX |
| • City of San Antonio, TX | • Burnet County, TX | • Harrison County, MS |
| • Victoria County, TX | • Comal County, TX | • Lavaca County, TX |
| • City of Weslaco, TX | • San Patricio County, TX | • Van Zandt County, TX |
| • City of Yoakum, TX | • City of Aransas Pass, TX | • Dallas County, TX |
| • City of San Angelo, TX | • City of Richmond, TX | • Rockwall County, TX |
| • Caldwell County, TX | • City of Ingleside, TX | • Kendall County, TX |
| • Guadalupe County, TX | • City of Houston, TX | • El Paso County, TX |
| • Grayson County, TX | • Hidalgo County, TX | • Denton County, TX |
| | • Bastrop County, TX | • Fayette County, TX |
| School Districts | | |
| • Scurry-Rosser ISD | • Austin ISD | • Sam Rayburn ISD |
| • Condra School | • Rockwall ISD | |

PRIOR WORK PERFORMANCE

H2O Partners' prior work performance includes substantial experience with CWDG-adjacent programs, including CDBG-DR, CDBG-MIT, FEMA Hazard Mitigation Assistance (HMA), and others. Our team has deep expertise in developing effective, compliant grant applications and leading efficient, inclusive mitigation planning efforts. This experience and expertise, along with H2O Partners' reputation, assure Jefferson County of successful outcomes for the services we propose – funding and producing the Jefferson County Community Wildfire Protection Plan (CWPP).

References

H2O Partners greatly values the relationships built as we work side-by-side with clients to develop Plans that address the specific risks and vulnerabilities faced locally. We invite Jefferson County to contact the emergency management professionals provided in the Vendor References Form in **Appendix A Specifications Packet**. The referenced projects are relevant to Jefferson County's initiative. Our clients will attest that we meet the work performance standards Jefferson County seeks:

- ✓ Work product is consistently of high quality
- ✓ Facilitates completion of project activities on schedule
- ✓ Understands the approach for project implementation

Representative Work

For all jobs within the past five (5) years, H2O Partners has applied an established methodology to our management of deliverables. Mitigation planning serves as a vital foundation for saving lives and protecting property from the effects of natural hazards; the work we do is of critical importance to the well-being and economic health of the communities we serve. Tailored to the specific needs of each client engagement, our proven approach ensures on-target quality and timeliness of all deliverables at each project stage, allowing us to consistently exceed customer expectations.

CAPACITY TO PERFORM

H2O Partners has the experience, organizational capacity, and financial stability to reliably deliver on all contract obligations for the services we have proposed – funding and producing the Jefferson County Community Wildfire Protection Plan (CWPP). H2O Partners will provide expert and professional staff to perform all tasks.

This proposal section assures Jefferson County that H2O Partners offers:

- ✓ An ample level of staffing with the experience and special skills to accomplish all required tasks
- ✓ Understanding of CWDG/CWPP

In addition to developing the CWDG grant application and producing the CWPP, H2O Partners will support the grant management process through timely and accurate reporting and budget tracking throughout the planning process. (It is not permitted for the same service provider to both implement a grant-funded program and provide grant management of that same grant.)

Understanding of the Requirements

H2O Partners fully understands the requirements related to Jefferson County's initiative to fund and develop its Community Wildfire Protection Plan, including RFQ specifications for the project and schedule, CWDG funding requirements, and requirements for the CWPP itself:

- **RFQ specifications** – RFQ 23-058/JW for Professional Grant Planning, Administration, and Management Services clearly lays out the requirements for funding and developing Jefferson County's Community Wildfire Protection Plan (CWPP). Through a highly collaborative process, the selected consulting firm will provide the necessary labor, research, data gathering, mapping, and engagement of the U.S. Forest Service (USFS), Texas A&M Forest Service, and other wildfire protection stakeholders such as County residents and neighboring communities to conduct a comprehensive and inclusive planning process.
- **CWDG funding requirements** – The U.S. Department of Agriculture awards grant funding for the development and revision of CWPPs and project implementation through USDA-FS-2023-CWDG-SGSF). Jefferson County seeks assistance in submitting a CWDG grant application before the deadline of October 31, 2023. Because much of Jefferson County's landscape is forested, the County can be identified as having a high or very high wildfire hazard potential, so its application will be prioritized.
- **CWPP requirements** – The Jefferson County CWPP will establish a framework for prioritizing wildfire mitigation actions and fostering community collaboration to address wildfire risk. Because wildfire risk mitigation is a shared responsibility among stakeholders, the CWPP must be developed collaboratively and is required to prioritize measures designed to reduce hazardous fuels and structural ignitability.

Methodology

In completing Jefferson County's CWDG application, H2O Partners will coordinate with County leadership to address all elements of the application and provide technical assistance. We will:

- Develop a detailed narrative statement and scope of work;
- Identify hazards and historical occurrences;
- Complete a detailed budget;
- Detail the proposed work schedule;

- Complete State and Federal assurance forms;
- Provide assistance regarding feasibility and effectiveness;
- Conduct correspondence with Texas A&M Forest Service and USDA as needed; and
- Revise the application if requested by the funding agency.

Once the Texas A&M Forest Service and USDA approves the USDA-FS-2023-CWDG-SGSF grant application, H2O Partners will begin the development of the Jefferson County CWPP in close coordination with County leadership. The CWPP will include all required elements, as defined in the Texas A&M Forest Service Community Wildfire Protection Plan Guide; it will meet CWPP Review Standards & Criteria specified in the Guide. The CWPP will identify high-risk Wildland Urban Interface (WUI) areas and target potential fuels reduction projects, training needs and mitigation strategies.

Engaging local stakeholders early in the planning process, H2O Partners will leverage our recent work on the Jefferson County Hazard Mitigation Plan, working with community leaders and residents to conduct a detailed assessment of local communities' capabilities, risks, and vulnerabilities related to wildfire hazards.

Task One – Project Overview and Data Collection

1.1 CWPP Working Group Organization, Development and Documentation of the Planning Process

The Texas A&M Forest Service Guides states that forming an effective CWPP working group will empower Jefferson County communities to “share the responsibility of determining the best strategies for protection against wildfire. The success of CWPPs is attributed to a process that allows communities to develop a plan that fits their needs, at a scale where they can make something happen.”

The Jefferson County CWPP Working Group will include, at a minimum, representatives from local government, area Fire Departments and one or more Texas A&M Forest Service Representative.

H2O Partners will coordinate with County leadership to identify additional participants, which may include representatives from National Park Service, Big Thicket national Preserve Fire Management Team, Natural Resources Conservation Service, U.S. Fish and Wildlife, U.S. Forest Service, Parks and Recreation, Planning and Zoning, hospital districts, school districts, Texas Parks and Wildlife Department, Texas A&M Agrilife Extension, Emergency Operations Center, Road and Bridge officials, Department of Public Safety, law enforcement departments, the TDEM District Coordinator, local homeowners and business owners, and other interested parties.

The CWPP Working Group will work with H2O Partners to review and discuss the scope of work, Plan development, Plan objectives, responsibilities for specific tasks, and timeline and process for documentation of time and resources spent on Plan development.

1.2 Conduct Project Kick-Off Workshop and Outreach

Throughout the planning process H2O Partners will conduct three public workshops. The initial workshop is the Kick-Off Workshop. The purpose of the Kick-Off Workshop is to discuss the proposed planning effort and to obtain an initial understanding of concerns and issues regarding wildfire mitigation, preparedness and sustainable development. The initial workshop will be used to discuss the Plan requirements, timetable, proposed strategy, public participation, and obtain feedback to help refine the process.

Prior to the Kick-Off Workshop, H2O Partners will confer with the Jefferson County representatives to to discuss and develop a contact list for the CWPP Working Group, meeting dates and documents, and

other pertinent information. H2O Partners will host multiple workshops throughout the planning process to ensure maximum participation by local government, fire departments, planners, federal and state stakeholders and the public. H2O Partners will develop notices for Kick-Off Workshop and provide to the CWPP Working Group at least two weeks in advance of the date. Invitees will include all members of the CWPP Working Group and additional stakeholders such as elected officials; key community leaders; representatives from various local, county, and state agencies; Emergency Management Coordinators; Fire and Police Department representatives; and members from the private sector, academia, hospitals, neighboring communities, businesses, and the general public.

1.3 Proposed Format Development and Planning Process Documentation

During this Phase of the planning process, H2O Partners will coordinate with the CWPP Working Group to define the Plan format and contents. The CWPP will comply with the CWPP Review Standards & Criteria and will include at a minimum, the following required sections:

- **Community Collaboration** – Wildfire is a community problem. The CWPP must include a record of how required community collaboration is accomplished throughout the planning process. We will assist the Working Group in tracking the dates and attendance numbers for each meeting and documenting task assignments.
- **Fuel Reduction Prioritization** – Reducing hazardous fuel is a necessary step to lowering wildfire risk. The CWPP must identify and prioritize areas for hazardous fuel reduction.
- **Treatment of Structural Ignitability** – Wildfire mitigation requires minimizing the ease with which structures can ignite. The CWPP must provide recommendations for community members on how to reduce the ignitability of structures throughout the community.

The body of the Plan will be restricted to a narrative with supporting summary tables, maps, and charts. Technical and supportive material and data will be included in the appendices. The implications of data provided in tables, maps, or charts will be clearly stated in the narrative to demonstrate the connection between vulnerabilities and an action plan with proposed projects.

Task Two – Public and Stakeholder Engagement, Public Outreach Plan

H2O Partners will develop and implement a public engagement strategy and a public outreach plan for public and stakeholder involvement that will describe methods utilized by the CWPP Working Group to ensure the public has multiple opportunities to participate in the planning process; including surveys, press releases, website postings, multiple public meetings and workshops held at the beginning, mid-point, and conclusion of the planning process.

2.1 Public Meetings

Public meetings will be designed to attract a large cross-section of individuals from both the private and public sectors of the Planning Area, including local businesses, non-profit organizations, schools, and hospitals.

To exceed FEMA requirements regarding public participation, public meetings will be conducted in conjunction with the Kick-off, Risk Assessment, and Mitigation Workshops, to gather input from the general public and elected officials at the beginning, middle, and near the end of the planning process. These meetings will ensure that the input and insights of members of the general public are available to H2O Partners and the CWPP Working Group, and the public has an opportunity to provide input on their wildfire risk and feedback on proposed projects. .

H2O Partners and the CWPP Working Group will provide an announcement for the public meetings in prominent areas for the public and solicit involvement from the general public and stakeholder

organizations. Announcements will be posted well in advance online, in local papers, and at government and public buildings.

2.2 Development of a Hazard Survey and Analysis of Results

A Wildfire Risk Survey will be developed and distributed at public meetings and posted on relevant County websites. The survey will seek information from the public about wildfires that have impacted them in the past and what is the greatest risk in the future. Surveys results will be compiled and included in the Plan.

Task Three – Capability Assessment

The capability assessment has two primary components: an inventory of relevant plans, including local comprehensive plans, ordinances, warning systems, public education initiatives, local building codes and zoning ordinances, and relevant studies and reports and other technical information. Careful examination of local capabilities will detect any existing gaps, shortfalls or weaknesses with ongoing government activities that could hinder proposed projects and possibly exacerbate community vulnerability. The capability assessment will also highlight the positive mitigation measures already in place or being implemented at the local government level, which should continue to be supported and enhanced through future mitigation efforts.

The capability assessment survey instrument will be developed and provided to the County and participating entities. This survey checklist will be utilized to collect information about lessons learned from any previous mitigation activities in the Planning Area.

The effectiveness of previous projects will be evaluated to identify areas where improvement is needed. The information gathered during the capability assessment will be documented and used as a resource when determining the types of policies and projects to be developed.

Task Four – Risk Assessment

First establishing a detailed baseline description of the Jefferson County planning area from a wildfire perspective, H2O Partners will guide the CWPP Working Group and broader community in assessing wildfire risk. The CWPP Guide describes the risk assessment as “a systematic process for identifying and assessing the range of elements that could lead to undesirable outcomes from wildfire.” Resources to be used in this process include:

- **Texas Wildfire Risk Assessment Portal (TxWRAP)** – an online interface that provides access to County-specific data mapping tools
- **Keetch-Byram Drought Index (KBDI)** – a ground-based derived drought index that measures moisture depletion that affects wildfire risk
- **H2O GIS Specialist** – an experienced GIS Specialist who will produce maps as needed to delineate topography, vegetation, land use, population, fire response capabilities, emergency facilities, utilities and transportation routes, schools, and other features
- **Texas A&M Forest Service Representative** – a wildfire specialist who will help guide the risk assessment process

Preliminary results will be presented to the CWPP Working Group at the Risk Assessment Workshop, followed by a public meeting.

4.1 Background Research, Data Collection and Classification

This subtask involves gathering and compiling all the necessary data (non-spatial and spatial) that will be needed to conduct a thorough hazard and risk evaluation. H2O Partners will coordinate with the CWPP

Working Group regarding GIS requirements. Data necessary for the hazard and risk evaluation will include, but is not limited to:

- **Base map data** - including administrative boundaries, transportation networks, water areas and courses, hydrology, etc.
- **Wildfire-specific data** - including information such as the Wildland Urban Interface, Fire Intensity Scale, Surface Fuels, Vegetation, etc.
- **Critical Facilities** – facilities that provide services to the community and should be functional after a hazard event. Critical facilities include hospitals, police stations, fire stations and schools.
- **General Building Stock** - including residential, commercial, industrial, agricultural, religious, government, and educational buildings; and the number, types, occupancy, and values of existing buildings.
- **Lifelines and Infrastructure** – including the distinct classes of transportation systems and utility lifelines, to differentiate between varying lifeline system components with substantially different damage and loss characteristics.
- **Social/Demographic Characteristics** - used to estimate direct social losses including vulnerable populations, displaced households, and potential casualties. Social and demographic information is derived from census data describing population characteristics including age, gender, income, housing and ethnic origin. These characteristics are important descriptors to define social vulnerability.

H2O Partners will utilize the hazard and risk data obtained for the Planning Area in the development of the Plan. Additionally, information will be collected to show the changing environment and potential climate adaptation. Where necessary, the information will be compiled into a Geographic Information System (GIS).

Task Five – Vulnerability Assessment

H2O Partners will conduct an up-to-date vulnerability analysis to determine the potential for detrimental impacts of wildfire on critical facilities, general building stock, lifelines and infrastructure, populations and economic and financial assets. This analysis will provide the County with a risk assessment approach that is consistent with the Healthy Forests Restoration Act of 2003, Texas A&M Forest Service, and U.S. Forest Service criteria. Methodologies for the impact and consequence assessment will be well documented to assure replication and data tabulations and map(s) that illustrate the potential losses in the hazard impact areas will be developed. These include, but are not limited to:

- Critical Facilities
- Physical Building Damage
- Loss of Functionality
- General building stock classified by the following occupancies: residential, commercial, industrial, agricultural, religious, government, and educational buildings.
- Lifelines and infrastructure classified into transportation lifelines and utility lifelines. The impacts will be calculated for each lifeline classes, including Physical Damage and Functionality of System.
- Social/Demographic Characteristics; such as vulnerable populations.

Task Six – Develop Mitigation Strategies, Actions, and Objectives

Based on risk assessment findings, H2O Partners will work with the CWPP Working Group to identify and prioritize goals and projects Jefferson County can implement to reduce the risk and negative effects of wildland fire. Such strategies may include the following:

- **Increase public education**, one of the most important tools for reducing wildfire risk
- **Reduce hazardous fuels** through mechanical treatments, chemical treatments, prescribed fire, and grazing
- **Promote defensible space** around homes and other community assets through public education and strategic prevention planning
- **Treat structural ignitability** by educating homeowners, strategic prevention planning, and adoption of the International WUI Code
- **Build local capacity** by properly training and equipping local fire departments to fight wildfires
- **Plan for evacuation** of high-risk neighborhoods
- Consider wildfire when developing **planning and zoning requirements**

With the CWPP Working Group, H2O will assist in developing an **Action Plan** based on prioritized proposed projects. This Plan will document specific projects, along with project owners, funding sources, and timelines for completion. Fuel reduction projects identified in the CWPP will enhance the priority for funding through state and federal agencies.

Task Seven – Finalize and Submit the Mitigation Action Plan

Based on planning efforts, H2O will develop draft a Community Wildfire Protection Plan for the County and its participating entities. The Plan will comply with all State and Federal requirements and include:

- Documentation of planning processes, and the collaboration of the CWPP Working Group, stakeholders, and public;
- Description of the county including population, local governments, transportation infrastructure, geography, climate, general vegetation types, ignitable materials, etc.
- A section on the Wildfire Risk Assessment including WUI maps, a hazard rating maps, listing of communities assessed and ratings and risk variance;
- Fuels reduction priorities, recommendations to reduce structural ignitability, and identification of local response capability needs;
- An action plan to identify proposed projects to include responsible organization, timeline, priority, and potential funding sources;
- A section highlighting the accomplishments that have been implemented related to wildfire preparation and mitigation; and
- Documentation that the Jefferson County will formally adopt the Plan.

7.1 Mitigation Action Plan Submittal, Approval, and Adoption

H2O Partners will provide a draft of the Plan to the CWPP Working Group for review and comments. All CWPP Working Group members will have at least one month to review the Plan and provide comments back to H2O Partners. Once all revisions are received and incorporated, H2O Partners will complete and submit the draft the CWPP to TAMFS for review. Once the County and local communities along with TAMFS determine the CWPP is ready for final approval, the CWPP will be reviewed and approved by the TAMFS Mitigation and Prevention Department. Once final approval is received, TAMFS, the County and

local communities will sign the documents and adopt the Plan as required by Healthy Forest Restoration Act of 2003.

Management Plan

H2O Partners applies an established methodology to our management of deliverables. Our proven organizational structure provides a management hierarchy that assures the quality and timeliness of all deliverables at each project stage. Mitigation Program Manager, Heather Ferrara, will serve as Project Manager for this project. For each phase in the planning process, a technical reviewer will validate that all data received from the CWPP Working Group is incorporated into the CWPP and that the Plan meets all requirements.

Cost controls include the allocation of the appropriate personnel to each task to optimize the quality of each deliverable while containing costs. To ensure cost transparency, H2O Partners provides a timeline as well as a cost breakdown by task. Each month, Jefferson County will receive a summary of the percent complete for each task and the remaining budget.

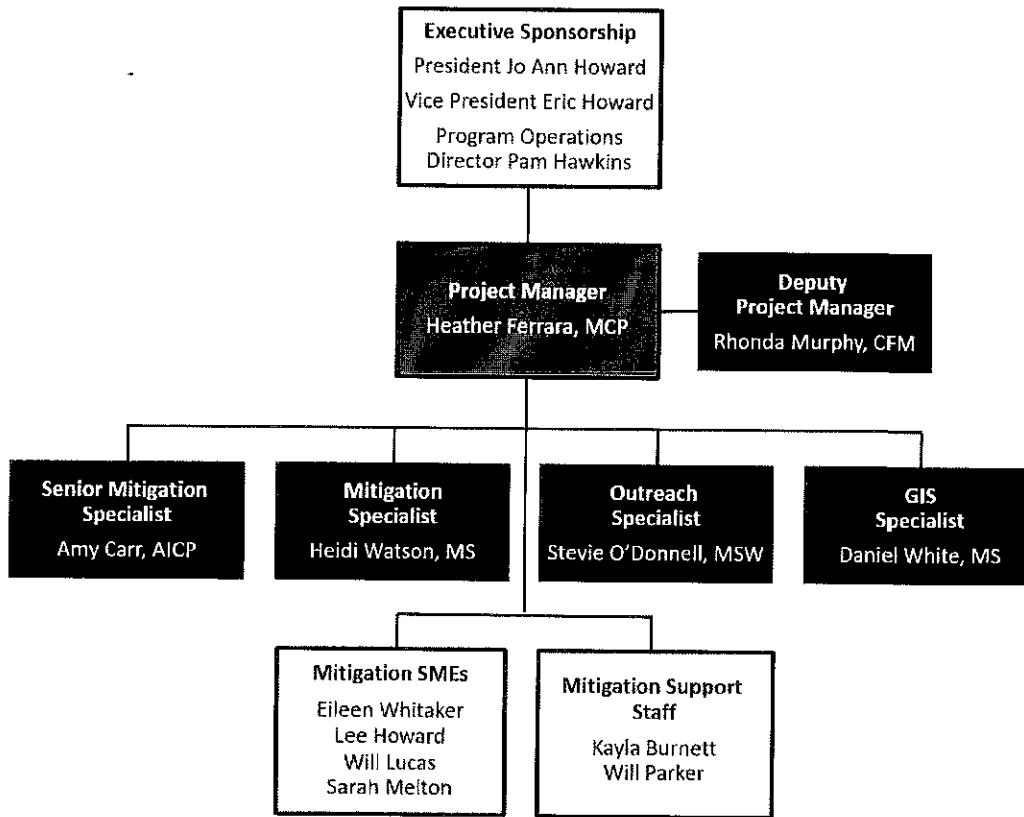
Ample Experienced Staff

H2O Partners has allocated ample resources to perform the scope of work we propose for the Jefferson County CWPP initiative. Our experienced team is ready to begin work on developing the USDA-FS-2023-CWDG-SGSF planning grant application immediately upon signing a contract with Jefferson County, ensuring the application is submitted before the October 31, 2023 deadline, assuming an efficient contract initiation process. Upon award of grant funding, the planning process will begin.

H2O Partners has assigned its core team of six dedicated Hazard Mitigation planning staff members to Jefferson County's project. Under the direction of Project Manager Heather Ferrara, this cohesive team has a successful track record of working collaboratively with each other and with each jurisdiction to produce timely, accurate grant applications and Plans.

Ms. Ferrara is a sought-after hazard mitigation expert with more than 13 years' experience leading mitigation planning projects serving more than 550 jurisdictions. With a Master of Community Planning degree, Ms. Ferrara will serve as Jefferson County's primary point of contact throughout the project. Responsible for fulfilling all project requirements, Ms. Ferrara will directly supervise all team members, providing oversight, guidance, technical assistance, and quality control. All proposed personnel are H2O Partners personnel, not subconsultants.

As shown in the following organizational chart, our Hazard Mitigation team receives support from H2O Partners' executive team, mitigation subject matter experts (SMEs), and mitigation support staff.



Strong Team Structure. H2O Partners proposes a robust, experienced team with ample oversight from Project Manager Heather Ferrara.

CONFIDENTIAL

Resumes of Key Personnel - CONFIDENTIAL

Resumes of key personnel assigned to provide the proposed services to Jefferson County are provided on the following pages. Please note that all pages that contain detailed information on our personnel (Pages 15-27) are considered confidential.




AFFIRMATIVE ACTION

Jefferson County encourages proposals from small, minority, and women owned businesses. As a Texas Comptroller-certified Historically Underutilized Business (HUB) and a federally certified Woman-Owned Small Business, H2O Partners fulfills the County's Affirmative Action requirements. Further, we propose to provide all specified services without subcontracting.

HUB Certificate

| Texas Historically Underutilized Business (HUB) Certificate | |
|---|--|
|  <small>Statewide Historically Underutilized Business Program</small> | Certificate/MD Number: 1742994685200 Approval Date: September 13, 2021 Scheduled Expiration Date: September 13, 2025 |
| | <p>The Texas Comptroller of Public Accounts (CPA), hereby certifies that</p> <p style="text-align: center;">H2O Partners, Inc.</p> <p>has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed September 13, 2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.</p> |
| | <p style="text-align: center;"><small>Statewide HUB Program Statewide Procurement Division</small></p> <p><small>Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/MD Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmbs/arch/index.jsp) or by contacting the HUB Program at 512-463-5972 or toll-free in Texas at 1-800-863-5881.</small></p> |

Woman-Owned Small Business Certificate

| | | |
|---|---|--|
|  RCWOSB22618 <small>CERTIFICATION NUMBER</small> |  |  WWW.NWBOC.ORG 02/02/25 <small>EXPIRATION DATE</small> |
|---|---|--|

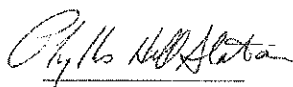
Certifies that:

H2O Partners, Inc.

JoAnn Howard

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127 and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the Third Party Certifier Agreement, dated 06/30/11, and available at www.sba.gov/wosb.



PHYLLIS HILL SLATER
Board Chair, NWBOC

541611, 541990, 611430, 624229, 624230

NAICS Code(s)

02/03/22

Date

WWW.NWBOC.ORG

INFO @ NWBOC.ORG | 800-794-6146 | 1101 East Cumberland Ave, Suite 2001 Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS IN THE DISCRETION OF NWBOC. GROUNDS FOR TERMINATION OF CERTIFICATION



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

September 5, 2023

Request for Statements of Qualifications
(RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services
for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

Jefferson County, Texas plans to apply for USDA Forest Service Community Wildfire Protection Plan (CWPP) grant funds; and is soliciting Statements of Qualifications from qualified individuals/ firms to provide professional grant planning, administration, and management services in accordance with Request for Statements of Qualifications **(RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

All interested individuals/firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All Responses shall be evaluated by an Evaluation Committee. This committee will evaluate responses to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All Responses shall be submitted with an **original and (5) copies**, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, **no later than 11:00 am CT, September 21, 2023**. Jefferson County does not accept Responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Contract Specialist at 409-835-8593 or Jamey.West@jeffcotx.us

REQUEST NAME: Professional Grant Planning, Administration, and Management Services
 for Community Wildfire Protection Plan (CWPP)
 (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

REQUEST NUMBER: (RFQ 23-058/JW)

DUE DATE/TIME: 11:00 am CT, Thursday, September 21, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

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

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

| |
|--|
| <p>PUBLISH: Beaumont Enterprise: SEPTEMBER 6 & 13, 2023 Port Arthur News: SEPTEMBER 7 & 13, 2023 The Examiner: SEPTEMBER 7, 2023</p> |
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**SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
(RFQ 23-058/JW) PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES
FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

1.1 PURPOSE.

Jefferson County is requesting statements of qualifications and experience from all interested individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded. (Community Wildfire Protection Plan CWPP Grant 2023, South, Department of Agriculture, Forest Service)

The Biden-Harris Administration allocated up to \$200 million in funds to reduce wildfire risk to communities across the state of Texas.

Grant Application Deadline for the potential CWPP funding is October 31, 2023.

The program provides funding to community for two primary purposes:

- Develop and Revise Community Wildfire Protection Plans (CWPP)
- Implement Projects described in the Community Wildfire Protection Plan (that is less than 10 years old).

1.2 SCOPE OF WORK

The qualified/successful consulting firm is to provide all the necessary labor, research, and data required for the satisfactory completion of a Community Wildfire Protection Plan (CWPP), as described in this RFQ.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildfire risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation that supports multi-benefit activities to reduce risk of loss of life and property and harmful impacts to natural resources.

The qualified firm will also include data comparing the strategic value, degree of readiness, and estimated cost of proposed mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Service (USFS) and neighboring jurisdictions and agencies.

The CWPP will fund a Wildfire Defense plan to mitigate wildfire risks as the nation faces ongoing wildfire crisis.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildlife risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Services (USFS) and neighboring jurisdictions and agencies.

The final CWPP work product shall include a number of vital components:

1) Community base maps that presents information such as high wildfire risk areas, evacuation routes, inhabited areas at elevated fire risk, high value assets, land ownership boundaries, vegetated areas that may contain critical infrastructure, forest and grasslands at elevated risk, watershed boundaries, stream networks, fire history and previous fuel treatments, topographic conditions access roads, location of suppression resources, and other information as necessary.

2) A detailed risk assessment evaluating and analyzing the overall risk of wildfire impacts on critical infrastructure, housing, businesses, and transportation with an emphasis on preparedness and firefighting capability. This assessment should be informed by both desk and field assessment and the broad collection of relevant and available data.

- 3) Incorporation of municipal plans into the CWPP.
- 4) An actionable plan that can be relied upon for meaningful wildfire protection efforts.

Professional Services and all documents prepared for the County by the Contractor (Awarded Grant Administrator) shall conform to all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and orders.

In performing the work, the Contractor shall use the degree of care and skill ordinarily exercised under similar circumstances by members of the same profession working within the State of Texas. **The Contractor represents to the County that the Contractor and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally complete and submit the grant application; as well as provide planning, administration, and management services should the County receive CWPP funding.**

1.3 STATEMENT OF QUALIFICATIONS.

The County is seeking qualified professional individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded.

RFQ Respondents, please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CWDG, Disaster Recovery Grants, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Description of which specific parts of the Scope of Work the service provider proposes to perform;
- Description of the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

1.4 PROPOSED COST OF SERVICES.

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. The local government reserves the right to negotiated pricing.

Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

1.5 EVALUATION CRITERIA.

The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| Criteria | Maximum Points |
|--|----------------|
| Cost 10% | 10 |
| Understanding of the project and/or services required 25% | 25 |
| Years in business/experience/history working with government 30% | 30 |
| Methodology/functionality / service or project plan 15% | 15 |
| Management plan/administration 15% | 15 |
| Preference for minority and women owned businesses/labor surplus area firms 5% | 5 |
| Total Available Points | 100 |

1.6 SUBMISSION REQUIREMENTS.

- A copy of your current **certificate of insurance** for professional liability.

- **Statement of Conflicts of Interest**

(if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City/County/District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

- **System for Award Management.**

Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's Proposal.

- **Form CIQ, (enclosed).**

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response. **Certification Regarding Lobbying (enclosed)**. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

- **Form 1295, (enclosed).**

Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.

- **Required Contract Provisions.**

Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

- **Contracting with minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps **are required of the prime contractor**:

- 1) Placing qualified minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community.
Email your Request for Qualifications (RFQ) to the appropriate center.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: orestes.hubbard@utsa.edu

Woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>

Email: wbcdfw@liftfund.com

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>

Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>

Email: wbc@liftfund.com

1.7 DEADLINE FOR SUBMISSION:

RFQ Responses must be received no later than **11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

QUESTIONS: Any questions or requests for clarification must be submitted in writing via EMAIL to Jamey West, Contract Specialist at: Jamey.West@jeffco.tx.us by 12:00 PM (NOON) CT, FRIDAY, SEPTEMBER 15, 2023.

Jefferson County may, if appropriate, circulate the question and answer to all service provider's submitted proposals.

1.8 PROCEDURE.

Qualified Individuals/Consulting Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.9 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.10 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.11 SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. The qualified individuals/consulting firms selected for this project is to provide all the necessary labor, research, and data required for the satisfactory preparation and submission of a grant application for the funding of a Community Wildfire Protection Plan (CWPP). If the County is awarded grant funding the awarded individual/firm will also provide grant administration and management services for this project.

1.12 LAWS AND REGULATIONS.

A. The **Grant Administrator** contracted for this project must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY
2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

| THRESHOLD | PROVISION | CITATION |
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| <p>>\$250,000 (Simplified Acquisition Threshold)</p> | <p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> | <p>2 CFR 200 APPENDIX II (A)</p> |
| <p>>\$10,000</p> | <p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p> | <p>2 CFR 200 APPENDIX II (B)</p> |
| <p>None</p> | <p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for</p> | <p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p> |

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

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| | <p>(9) The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> | |
| <p>>\$2,000</p> | <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations</p> | <p>2 CFR 200 APPENDIX II (D)</p> |

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| | (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. | |
| >\$100,000 | Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200 APPENDIX II (E) |
| None | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. | 2 CFR 200 APPENDIX II (F) |
| >\$150,000 | Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) 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). | 2 CFR 200 APPENDIX II (G) |
| >\$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200 APPENDIX II (H) |
| >\$100,000 | Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |

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| | covered by <u>31 U.S.C. 1352</u> . 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. | |
| | See 2 CFR §200.323. | 2 CFR 200 APPENDIX II (J) |
| | See 2 CFR §200.216. | 2 CFR 200 APPENDIX II (K) |
| | See 2 CFR §200.322. | 2 CFR 200 APPENDIX II (L) |
| >\$10,000 | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. | 2 CFR 200.323 |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> | |

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| | <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> | |
| <p>None</p> | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. <ul style="list-style-type: none"> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. | <p>2 CFR 200.216</p> |

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| | <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also § 200.471.</p> | |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> | 2 CFR 200.322(a)(b)(1) (2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p> | 2 CFR 200.112 |
| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> | 2 CFR 200.321 |

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| | <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | |
| <p>None</p> | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | <p>2 CFR 200.334</p> |
| <p>None</p> | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p> | <p>Texas Government Code 2252.152</p> |

| | | |
|---|--|--|
| | Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration. | |
| >\$100,000 | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | Texas Government Code 2271.002 |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate. | Optional |
| | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. | 42 U.S.C. 6201 |
| | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance. | Section 504 of the Rehabilitation Act of 1973, as amended. |

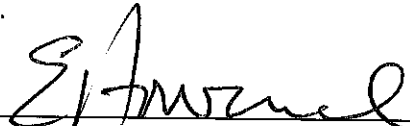
BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor H2O Partners, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



 Signature of Contractor's Authorized Official

Eric Howard, Vice President

 Name and Title of Contractor's Authorized Official

9-13-23

 Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

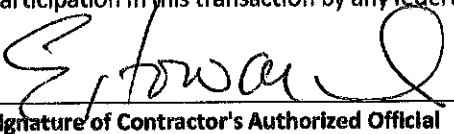
DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://www.acquisition.gov/far/52.209-6?searchTerms=52.209-6>

The Contractor H2O Partners, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



 Signature of Contractor's Authorized Official

Eric Howard, Vice President

 Name and Title of Contractor's Authorized Official

9-14-23

 Date

REQUIRED FORM

Respondent:

**Please complete this form and include
 with RFQ response submission.**

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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



 Signature of Contractor's Authorized Official

Eric Howard, Vice President

 Name and Title of Contractor's Authorized Official

9-14-23

 Date

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

SECTION 3: RFQ RESPONSE INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope or box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that responses submitted NOT be bound by staples or glued spines.

Respondent is responsible for submitting:

One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All responses must be received by 11:00 am CT, Thursday, September 21, 2023.

- RFQ Responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Late Responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for Responses being delivered by third party carriers.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Jamey West, Contract Specialist** via e-mail at: Jamey.West@jeffcotx.us

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late Response. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2023):

| | | |
|------------------|---------------------|---------------|
| September 4 | (Monday) | Labor Day |
| November 10 | (Friday) | Veteran's Day |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving |
| December 25 & 26 | (Monday & Tuesday) | Christmas |
| January 1, 2024 | (Monday) | New Year's |

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications response deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications response before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications responses cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.

3.6 PRE-PROPOSAL CONFERENCE.

There will not be a Pre-Proposal Conference for this Request for Statements of Qualifications (RFQ).

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

The Deadline for asking questions for or requesting additional information for this RFQ (in writing) is: 12:00 PM CT (NOON), FRIDAY, SEPTEMBER 15, 2023.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County 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>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 21.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

FORM 1295 EXEMPTIONS:

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

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

| | | | |
|---|--|--|--------------|
| 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. | | OFFICE USE ONLY | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE | | Must file online at www.ethics.state.tx.us/File | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS | | | |
| 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. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE | | | |
| 4 | | | |
| Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
| | | Controlling | Intermediary |
| VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES. | | X | |
| VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES. | | | X |
| 5 | | CHECK BELOW IF APPLICABLE | |
| Check only if there is no Interested Party. | | <input type="checkbox"/> | |
| 6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. | | | |
| 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____. | | | |
| _____ Signature of authorized agent of contracting business entity (Declarant) | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | |

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1072236

Date Filed:
09/15/2023

Date Acknowledged:

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

H2O Partners, Inc.
Austin, TX United States

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

Jefferson County, Texas

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.

RFQ 23-058/JW
Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP)

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

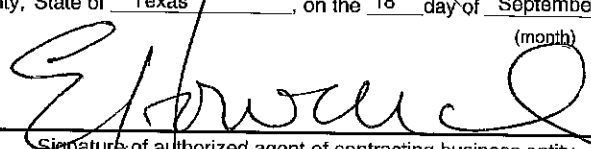
6 UNSWORN DECLARATION

My name is Eric Howard, and my date of birth is October 23, 1961.

My address is 260 Addie Roy Road, Suite 150, Austin, TX, 78746, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 18 day of September, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

| Entity Registration | | H2O PARTNERS INC | |
|---------------------------------------|---|--|---|
| Core Data | Unique Entity ID FMCPYJMNWJW7 | Registration Status | Expiration Date |
| Business Information | CAGE/NCAGE 4BX74 | <input checked="" type="radio"/> Active Registration | Jan 18, 2024 |
| Entity Types | Physical Address 260 Addle Roy RD STE 150 Austin, Texas 78746-4107, United States | Purpose of Registration All Awards | Mailing Address P.O. Box 160130 Austin, Texas 78716-0130, United States |
| Financial Information | | | |
| Points of Contact | | | |
| Assertions | | | |
| Reps and Certs (FAH/DFARS) | | | |
| Reps and Certs (Financial Assistance) | Version | Current Record | ▼ |
| Exclusions | | | |

The above printout from www.SAM.gov verifies that H2O Partners, Inc. has an active registration status in the System for Award Management. Neither the firm or its Principals, are debarred, suspended, or otherwise on the Excluded Parties List System (EPLS).

RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY) PROOF BEHIND THIS PAGE.

RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY) PROOF BEHIND THIS PAGE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
8/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Adams Insurance Service, Inc. 427 West 20th Street, Suite 501 Houston TX 77008 | | CONTACT NAME: Jody Berry PHONE (INS. No. Ext.): 713-889-9346 FAX (INS. No.): EMAIL: jberry@adamsins.com ADDRESS: jberry@adamsins.com | |
| INSURED H2O Partners Inc. 280 Addie Roy Rd., Ste. 150 Austin TX 78748 | | INSURER(S) AFFORDING COVERAGE INSURER A: Professional Solutions Insurance Company NAIC # 11127 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 813216047 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR. LTR. | TYPE OF INSURANCE | ADDITIONAL SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF. (MMDDYYYY) | POLICY EXP. (MMDDYYYY) | LIMITS |
|-------------|--|-------------------------------|---------------|------------------------|------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC. <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC. RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below: | Y/N | N/A | | | PER STATUTE <input type="checkbox"/> N/A <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | IU194DMLA238 | 5/21/2023 | 5/21/2024 | Each Occ: \$2,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks & schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER SAMPLE | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

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SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFQ SUBMISSION INSTRUCTIONS

3.10 MINIMUM REQUIREMENTS FOR RFQ RESPONSE

This Request for Statements of Qualifications (RFQ) describes the requested scope of services and information to be included in each RFQ Response. Failure to submit information to the County in accordance with the requirements of this RFQ and its procedures may be cause for disqualification/response to be declared unresponsive. The Response should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Unclear, ambiguous statements such as "all reasonable effort to provide" must be avoided. Failure to address any of the requirements may be subject to rejection and/or misinterpretation. Inability to meet any specified requirements must be so stated and thoroughly explained.

The RFQ Response (with a 35-page limit – NOT TO INCLUDE THESE SPECIFICATIONS OR ADDENDA ISSUED) shall include the following:

ITEM 1. Letter of Transmittal

The letter of transmittal must contain the following statements and information, and is not intended to be a summary of the proposal:

1. Company name, address, and telephone number(s) of the firm submitting the proposal.
2. Name, title, address, email address and telephone number of the contact person or persons, authorized to represent the firm and to whom to direct correspondence.
3. Taxpayer identification numbers of the firm.
4. Brief statement of understanding of the services to be performed and a positive commitment to provide the specified services.
5. Signature of a corporate officer or other individual legally authorized to bind the applicant to both its proposal and cost schedule.
6. Statement which indicates "proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with County."

ITEM 2. General Vendor Information

RFQ Response shall also include the following Vendor Information:

1. Name of the firm and home location for Contractor desiring to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
5. Number of years the firm has been in business.
6. Total Number of Clients.
7. Total Number of Full-Time Personnel.
8. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
9. Firm's organization chart.
10. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.

11. A description of representative work accomplished for all jobs within the past five (5) years.
12. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
13. Describe reasons why the firm would be uniquely qualified to provide Grant Planning, Grant Application, Grant Administration, and Grant Management Services to Jefferson County.
14. Describe any unique services offered by your firm.
15. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on **PAGE 33** of this RFQ specifications package.

ITEM 3. Technical Proposal

Provide a detailed technical and narrative response regarding the ability to provide the components as stated within the Scope of Work. The Evaluation Criteria listed in the Evaluation of Proposals section below provides additional information and the criteria that evaluators will use:

a. Understanding the Proposal.

Responses will include comprehensive information and narrative statements that illustrate proposer's understanding of the requirements of the project and the project schedule.

b. Methodology Used for the Proposal.

Responses will include comprehensive information and narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work.

c. Management Plan for the Proposal.

Response shall include comprehensive information and narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work.

d. Experience and Qualifications.

Response shall include a detailed explanation of your experience with similar projects and employees.

i. Organization and Capabilities of Team:

Response shall include narrative description of the organization and capabilities of the project team and a personnel roster that identifies each person who will actually work on the contract.

ITEM 4. Financial/Cost Proposal

Response shall include a Cost Proposal for the proposed services, including any, fees, training, implementation, and any other costs required.

SECTION 4: EVALUATION CRITERIA AND PROCESS

4.1 SELECTION REVIEW COMMITTEE

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

Evaluation Criteria Weight:

- Cost 10% (10 points)
- Understanding of the project and/or services required 25% (25 points)
- Years in business/experience/history working with government 30% (30 points)
- Methodology/functionality / service or project plan 15% (15 points)
- Management plan/administration 15% (15 points)
- Preference for minority and women owned businesses/labor surplus area firms 5% (5 points)

TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)

4.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

4.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the proposal.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. **No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.** Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

4.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the proposal which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

4.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

1. **Specific area of focus / special requirements**
2. **Cost**
3. **Availability of the Contractor**
4. **Prior performance of the Contractor**

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

RFQ Number & Name: (RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

Respondent's Company/Business Name: H2O Partners, Inc.

Respondent's TAX ID Number: 742994685

If Applicable: HUB Vendor No. 1742994685200 DBE Vendor No. _____

Contact Person: Julie Wickert **Title:** Business Development Manager

Phone Number (with area code): 512-221-4831

Alternate Phone Number if available (with area code): 888-318-5112

Fax Number (with area code): 512-329-6612

Email Address: jwickert@h2opartnersusa.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

260 Addie Roy Road, Suite 150

Address

Austin, TX 78746

City, State, Zip Code

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: 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.

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: Bastrop County, Texas

Address: 1501 Business Park Dr. Bastrop, Texas 78602

Contact Person and Title: James Altgelt, EMC

Phone: 512-581-4018

Fax: _____

Email Address: james.altgelt@co.bastrop.tx.us Contract Period: 2003-2004;2010-2011; 2021-Present

Scope of Work: Hazard Mitigation Plan Update including Community Wildfire Protection Plan and Urban Wildland Interface Plan.

REFERENCE TWO

Government/Company Name: South East Texas Regional Planning Commission (SETRPC)

Address: 2210 Eastex Freeway Beaumont, TX 77703

Contact Person and Title: Stephen Curran, Director CJHS

Phone: 409-656-2828

Fax: _____

Email Address: scurran@setrpc.org

Contract Period: 2022-2023

Scope of Work: Multi-Jurisdictional Plan Update for Jefferson, Hardin, Orange, and Jasper Counties

REFERENCE THREE

Government/Company Name: Houston County, Texas

Address: 600 Bradshaw, Crockett, TX 75835

Contact Person and Title: Heath Murff, EMC/Fire Marshall

Phone: 936-544-7175

Fax: _____

Email Address: hmurff@co.houston.tx.us

Contract Period: 2011-2015; 2020-Present

Scope of Work: Hazard Mitigation Grant Program Application; Hazard Mitigation Plan and Update; PA Grant Management.

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. Jefferson County 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 Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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

The undersigned agrees, if this RFQ response 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 Request for Statements of Qualification, Conditions of RFQ Response, 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 RFQ Response in collusion with any other Respondent, and that the contents of this RFQ Response as to prices, terms or conditions of said Response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent 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 respond or not to respond thereon.

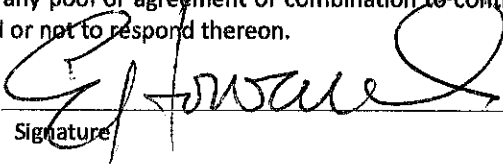
H2O Partners, Inc.
RFQ Respondent (Entity Name)

260 Addie Roy Road, Suite 150
Street & Mailing Address

Austin, TX 78746
City, State & Zip

888-318-5112
Telephone Number

eric@h2opartnersusa.com
E-mail Address


Signature

Eric Howard, Vice President
Print Name

9-14-23
Date Signed

512-329-6612
Fax Number

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

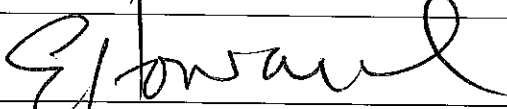
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

| |
|---|
|  |
| Signature of Contractor's Authorized Official |
| Eric Howard, Vice President |
| Name and Title of Contractor's Authorized Official (Please Print) |
| 9-13-23 |
| Date |

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

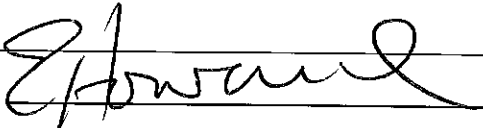
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|--|
| Type of Federal Action: <u>N/A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | Status of Federal Action: <u>N/A</u> a. bid/offer/application b. initial award c. post-award | Report Type: <u>N/A</u> a. initial filing b. material change |
| Name and Address of Reporting Entity: ___ Prime ___ Sub-awardee Tier ____, if Known: | If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: | |
| N/A | N/A | |
| Congressional District, if known: | Congressional District, if known: | |
| Federal Department/Agency: | 7. Federal Program Name/Description: | |
| N/A | CFDA Number, if applicable: <u>N/A</u> | |
| Federal Action Number, if known: | 9. Award Amount, if known: | |
| | \$ | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| N/A | N/A | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature:  Print Name: <u>Eric Howard</u> Title: <u>Vice President</u> Telephone No.: <u>512-940-9300</u> Date: <u>9-14-23</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

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
- (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.

CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ | | |
|---|---|-----------------|-----------------|---------------|
| <p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table> | | OFFICE USE ONLY | Date Received |
| OFFICE USE ONLY | | | | |
| Date Received | | | | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> | | | | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(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.)</p> | | | | |
| <p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> | | | | |
| <p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p style="font-size: 1.2em; margin: 0;">9-15-23</p> <p style="font-size: 0.8em; margin: 0;">Date</p> </div> </div> | | | | |

Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

| | | |
|--|--|---|
| LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT | | FORM CIS |
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. | | OFFICE USE ONLY |
| 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. | | 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 employment or other business 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 | AFFIDAVIT | |
| | 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 | |
| | AFFIX NOTARY STAMP / SEAL ABOVE | |
| | Sworn to and subscribed before me, by the said _____, 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 |

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson 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) "Non-resident RFQ Respondent" refers to a person who is not a resident.
- (4) "Resident RFQ Respondent" 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 H2O Partners [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

| | | |
|---|--|--------------|
| Taxpayer Identification Number (T.I.N.): | | 742994685 |
| Company Name submitting bid/proposal/response: | | H2O Partners |
| Mailing address: | 260 Addie Roy Road, Suite 150 Austin, TX 78746 | |
| 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 Jefferson County.

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

* This is the property amount identification number assigned by the Jefferson 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.

REQUIRED FORM Respondent:
 Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, Eric Howard, the undersigned representative of (company or business name) H2O Partners, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.002, Texas Government Code:

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

Eric Howard

Signature of Company Representative

9/13/2023

Date

On this 13 day of September, 2023, personally appeared

Eric Howard, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

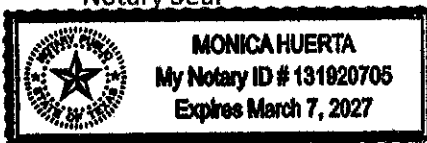
Notary Seal

Monica Huerta

Notary Signature

9/13/23

Date



REQUIRED FORM
Respondent:
 Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

NON-DISCLOSURE AGREEMENT

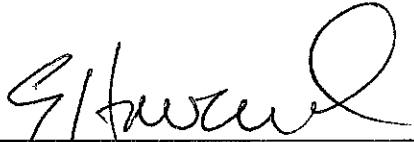
In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract;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

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, 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 County.
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 County.
3. Consultant agrees to maintain the confidentiality of any and 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 County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
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 Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County 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 County 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]

Eric Howard

By: 
 Title: Vice President
 Date: 9-14-23

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

**RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

H2O Partners, Inc
NAME OF BUSINESS

BY: [Signature]
SIGNATURE

Eric Howard, Vice President
NAME & TITLE, TYPED OR PRINTED

250 Addie Roy Road Sulte 150
MAILING ADDRESS

Austin, TX 78746
CITY, STATE, ZIP CODE

(512) 940-9300
TELEPHONE NUMBER

Sworn to and subscribed before me
this 13 day of
September, 2023

[Signature]
Notary Public

State of Texas

My Commission Expires: March 7, 2027



REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 23-058/JW

RFQ TITLE: PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
 (U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 1

ISSUED (DATE): 9/13/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

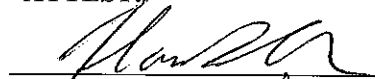
Reason for Issuance of this Addendum:

- REVISED SECTION 1 (REVISIONS IN RED PRINT)
- REVISED SECTION 4 (REVISIONS IN RED PRINT)
- ADDITION OF SAMPLE RFQ RESPONSE RATING SHEET
- REVISED RESPONDENT'S CERTIFICATION FORM (REVISIONS IN RED PRINT)

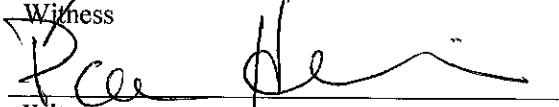
The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

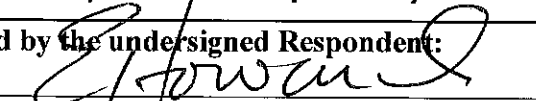
ATTEST:



 Witness



 Witness



 Authorized Signature (Respondent)

 Vice President

 Title of Person Signing Above

 H2O Partners, Inc.

 Typed Name of Business or Individual

Approved by _____ Date: 9-18-23

260 Addie Roy Road, Suite 150 Austin, TX 78746

 Address

ADDENDUM NO. 1 (IRFQ 23-058/JW)
(REVISED) SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
(RFQ 23-058/JW) PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES
FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

1.1 PURPOSE.

Jefferson County is requesting statements of qualifications and experience from all interested individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded. (Community Wildfire Protection Plan CWPP Grant 2023, South, Department of Agriculture, Forest Service)

The Biden-Harris Administration allocated up to \$200 million in funds to reduce wildfire risk to communities across the state of Texas.

Grant Application Deadline for the potential CWPP funding is October 31, 2023.

The program provides funding to community for two primary purposes:

- Develop and Revise Community Wildfire Protection Plans (CWPP)
- Implement Projects described in the Community Wildfire Protection Plan (that is less than 10 years old).

1.2 SCOPE OF WORK

The qualified/successful consulting firm is to provide all the necessary labor, research, and data required for the satisfactory completion of a Community Wildfire Protection Plan (CWPP), as described in this RFQ.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildfire risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation that supports multi-benefit activities to reduce risk of loss of life and property and harmful impacts to natural resources.

The qualified firm will also include data comparing the strategic value, degree of readiness, and estimated cost of proposed mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Service (USFS) and neighboring jurisdictions and agencies.

The CWPP will fund a Wildfire Defense plan to mitigate wildfire risks as the nation faces ongoing wildfire crisis.

The purpose of the CWPP is to serve as a framework to identify and prioritize all future wildlife risk reduction projects of importance to the community, fostering a collaborative approach to wildfire mitigation efforts. This will serve to establish the relative urgency of any potential wildfire mitigation projects.

The Jefferson County CWPP shall be informed through community workshops and events and collaboration with the United States Forest Services (USFS) and neighboring jurisdictions and agencies.

The final CWPP work product shall include a number of vital components:

- 1) Community base maps that presents information such as high wildfire risk areas, evacuation routes, inhabited areas at elevated fire risk, high value assets, land ownership boundaries, vegetated areas that may contain critical infrastructure, forest and grasslands at elevated risk, watershed boundaries, stream networks, fire history and previous fuel treatments, topographic conditions access roads, location of suppression resources, and other information as necessary.

- 2) A detailed risk assessment evaluating and analyzing the overall risk of wildfire impacts on critical infrastructure, housing, businesses, and transportation with an emphasis on preparedness and firefighting capability. This assessment should be informed by both desk and field assessment and the broad collection of relevant and available data.
- 3) Incorporation of municipal plans into the CWPP.
- 4) An actionable plan that can be relied upon for meaningful wildfire protection efforts.

Professional Services and all documents prepared for the County by the Contractor (Awarded Grant Administrator) shall conform to all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and orders.

In performing the work, the Contractor shall use the degree of care and skill ordinarily exercised under similar circumstances by members of the same profession working within the State of Texas. **The Contractor represents to the County that the Contractor and its employees possess the skills, knowledge, and abilities to competently, timely, and professionally complete and submit the grant application; as well as provide planning, administration, and management services should the County receive CWPP funding.**

1.3 STATEMENT OF QUALIFICATIONS.

The County is seeking qualified professional individuals/consulting firms desiring to provide administration and/or planning services to conduct research and draft a **Community Wildfire Protection Plan (CWPP)** within the County; should USDA-FS-2023-CWDG-SGSF contract(s) if awarded.

RFQ Respondents, please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CWDG, Disaster Recovery Grants, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Description of which specific parts of the Scope of Work the service provider proposes to perform;
- Description of the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

1.4 PROPOSED COST OF SERVICES.

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit RFQ Responses for any or all activities. Preference will be given to firm fixed pricing. The RFQ Response must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. The local government reserves the right to negotiated pricing.

Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

(REVISED) 1.5 EVALUATION CRITERIA.

The RFQ Response received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| <u>Criteria</u> | <u>Maximum Points</u> |
|---|-----------------------|
| Experience of the Firm | 30 |
| Prior Work Performance | 25 |
| Capacity to Perform | 30 |
| Historically Underutilized Business (HUB) | 10 |
| Proposed Cost | 5 |
| Total | 100 |

1.6 SUBMISSION REQUIREMENTS.

- A copy of your current **certificate of insurance** for professional liability.

- **Statement of Conflicts of Interest**

(if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City/County/District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

- **System for Award Management.**

Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's RFQ Reponse.

- **Form CIQ, (enclosed).**

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response. **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

- **Form 1295, (enclosed).**

Effective January 1,2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.

- **Required Contract Provisions.**

Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

- **Contracting with minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps **are required of the prime contractor**:

- 1) Placing qualified minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community.**
Email your Request for Qualifications (RFQ) to the appropriate center.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
 8828 N. Stemmons Freeway, Ste. 550B
 Dallas, TX 75247
 214-920-2436
 Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

Houston MBDA Business Center
 3100 Main Street, Ste. 701
 Houston, TX 77002
 713-718-8974
 Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: MBDA@hccs.edu

El Paso MBDA Business Center
 2401 East Missouri Avenue
 El Paso, TX 79903
 915-351-6232
 Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center
 501 W. Cesar E. Chavez Blvd., Ste. 3.324B
 San Antonio, TX 78207
 210-458-2480
 Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: orestes.hubbard@utsa.edu

Woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
 7800 N. Stemmons Fwy., Ste. 120
 Dallas, TX 75247
 214-572-9452
 Website: <https://womensbusinesscenterdfw.com/>

Email: wbcdfw@liftfund.com

WBEA – Women's Business Center
 9800 Northwest Freeway, Ste. 120
 Houston, TX 77092
 713-681-9232
 Website: <https://www.wbea-texas.org/womens-business-center>

Email: wbc@wbea-texas.org

LiftFund Women's Business Center
 600 Soledad St.
 San Antonio, TX 78205
 888-215-2373 ext. 3000
 Website: <https://womensbusinesscentersa.com/>

Email: wbc@liftfund.com

1.7 DEADLINE FOR SUBMISSION:

RFQ Responses must be received no later than **11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023.** It is the responsibility of the submitting entity to ensure that the RFQ Response is received in a timely manner. received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

QUESTIONS: Any questions or requests for clarification must be submitted in writing via EMAIL to Jamey West, Contract Specialist at: Jamey.West@jeffco.tx.us by 12:00 PM (NOON) CT, FRIDAY, SEPTEMBER 15, 2023.

Jefferson County may, if appropriate, circulate the question and answer to all service provider's submitted RFQ Responses.

1.8 PROCEDURE.

Qualified Individuals/Consulting Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.9 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Selection Review Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.10 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Selection Review Committee. RFQ Responses, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Selection and Review Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Selection and Review Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.11 SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. The qualified individuals/consulting firms selected for this project is to provide all the necessary labor, research, and data required for the satisfactory preparation and submission of a grant application for the funding of a Community Wildfire Protection Plan (CWPP). If the County is awarded grant funding the awarded individual/firm will also provide grant administration and management services for this project.

1.12 LAWS AND REGULATIONS.

A. The **Grant Administrator** contracted for this project must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 4: EVALUATION CRITERIA AND PROCESS

4.1 SELECTION REVIEW COMMITTEE

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

~~(OMIT) Evaluation Criteria Weight:~~

- ~~▪ Cost 10% (10 points)~~
- ~~▪ Understanding of the project and/or services required 25% (25 points)~~
- ~~▪ Years in business/experience/history working with government 30% (30 points)~~
- ~~▪ Methodology/functionality / service or project plan 15% (15 points)~~
- ~~▪ Management plan/administration 15% (15 points)~~
- ~~▪ Preference for minority and women owned businesses/labor surplus area firms 5% (5 points)~~

~~**TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)**~~

4.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

4.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the proposal.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. **No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.** Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

4.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the proposal which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

4.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

1. **Specific area of focus / special requirements**
2. **Cost**
3. **Availability of the Contractor**
4. **Prior performance of the Contractor**

**Management Professional Services Rating Sheet
NFS CWDG-MOD / CWPP**

Rate the Firm's Proposal in the following areas:

| A. Experience and Qualifications | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Experience with application grant writing and project delivery services for State and Federally funded projects. | 15 | |
| 2. Experience working with the Cities and Counties | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| B. Work Performance (references and prior experience with firm) | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Work product is consistently of high quality | 5 | |
| 2. Facilitates completion of project activities on schedule | 5 | |
| 3. Understands the approach for project implementation | 5 | |
| 4. References from current/past clients | 10 | |
| <i>SUBTOTAL</i> | <i>25</i> | |

| C. Capacity to Perform | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Staffing level/experience, special skills | 15 | |
| 2. Understanding of CWDG/CWPP | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |
| D. Affirmation Action | Points Possible | Points Awarded |
| 1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal) | 10 | |
| <i>SUBTOTAL</i> | <i>10</i> | |

| E. Proposed Fee | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Price is reasonable considering the firm's experience and qualifications | 5 | |
| <i>SUBTOTAL</i> | <i>5</i> | |

| Scoring Summary: | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| A. Experience of firm | 30 | |
| B. Work performance/program implementation | 25 | |
| C. Capacity to perform | 30 | |
| D. Affirmation Action | 10 | |
| E. Proposed Fee | 5 | |
| <i>TOTAL SCORE</i> | <i>100</i> | |

ADDENDUM NO. 1 - REVISED RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Statements of Qualifications Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications. I agree that my response will remain firm for a period of up to 90 DAYS in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this RFQ Response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFQ response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

H2O Partners, Inc.

NAME OF BUSINESS

BY:

Eric Howard
SIGNATURE

Sworn to and subscribed before me
this 18 day of
September, 2023

Eric Howard, Vice President

NAME & TITLE, TYPED OR PRINTED

260 Addie Roy Road, Suite 150

MAILING ADDRESS

Austin, TX 78746

CITY, STATE, ZIP CODE

(512) 940-9300

TELEPHONE NUMBER

Monica Huerta
Notary Public

State of Texas

My Commission Expires: March 7, 2027



REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 23-058/JW

RFQ TITLE: PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
 (U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 2

ISSUED (DATE): 9/18/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

-CLARIFICATIONS

-Addition of Cost Proposal Form for RFQ Submission

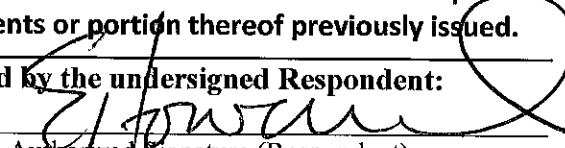
The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness


 Authorized Signature (Respondent)

Vice President

Title of Person Signing Above

Eric Howard

Typed Name of Business or Individual

260 Addie Roy Road, Suite 150, Austin, TX 78746
 Address

Approved by _____ Date: 9-18-23



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ 23-058/JW)

PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT SERVICES FOR
 COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
 (U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

CLARIFICATIONS

QUESTION 1: Would Jefferson County consider extending the deadline to allow respondents time to incorporate any Addenda into the response?

ANSWER: **NO.**

The County is unable to extend the deadline for RFQ submissions for this project due to the overall timeframe for the grant application submission.

QUESTION 2: How long will the review committee take to select a contractor for RFQ 23-058/JW?

ANSWER: Due to the time constraints of the grant application for CWPP funding, the Selection Review Committee and Award/Contract process will be expedited, with a goal of having the RFQ awarded and contract executed by the second week of October.

QUESTION 3: Please clarify if respondents are required to fill out the documents referenced in Section 1.6 Submission Requirements, Section 2 Certification Forms, Sample Form 1295, and the forms referenced on pages 32-46 for this response.

ANSWER: Respondents should complete and include any documentation requested or within the RFQ Specifications and any associated addenda.

QUESTION 4: Should the respondent ship the response to the following address on page one or the closest MBDA Center listed on page five? Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

ANSWER: Please follow all submission instructions included in Section 3 (Page 21).

Responses must be submitted in complete original form by mail or messenger to the following address (and marked with Attention/RFQ#):

Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor

Beaumont, TX 77701

Attention: Deborah Clark, Purchasing Agent

RE: RFQ 23-058/JW

QUESTION 5: Please clarify if the respondent should follow the Statement of Qualifications format in 1.3 Statement of Qualifications on page three or the Statement of Qualifications requirements in 3.10 Minimum Requirements for RFQ response on page twenty- eight.

ANSWER: RFQ Responses should *meet all requirements* included in the RFQ Specifications. Format shall include requested information and/or documentation in order as it is written in the specifications or order determined by respondent (must be clear and concise).



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

ADDENDUM NO. 2 – CLARIFICATIONS (CONTINUED)

QUESTION 6: RFQ Page 3 of 46 instructs, "Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms." Yet no Cost of Services pages are included in a Required RFP Forms packet. **Question:** Is a Cost of Services form required? If so, could the County provide the form?

ANSWER: Respondents are to utilize the **Cost Proposal Form included in this addendum, PAGE 5.**

QUESTION 7: RFQ Page 6 of 46 states, "Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm." Yet Page 29 of 46, Item 4 Financial/Cost Proposal states, "Response shall include a Cost Proposal for the proposed services, including any, fees, training, implementation, and any other costs required," and the amended evaluation criteria in Addendum 1 cites 5 maximum points for Proposed Cost. Should the response include a Cost Proposal, as described on Page 29?

ANSWER: Please find a *full revision* of Section 1, Item 1.8 Procedure, Page 6 **on PAGE 4** of this addendum. Responses should include a Cost Proposal, **please see PAGE 5 of the addendum for a template of this form.**

QUESTION 8: RFQ Page 6 of 46 states, "Any questions or requests for clarification must be submitted... by 12:00 PM (NOON) CT, FRIDAY, SEPTEMBER 15, 2023." Yet RFQ Page 31 of 46 states, "Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023." **Question:** What is the deadline for questions/inquiries?

ANSWER: Page 31 includes a simple typo. The deadline for inquiries is not the same day as RFQ response submissions. **As written in Section 1. "Deadline for Submission", page 6, the deadline for RFQ submission is: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023.**

QUESTION 9: RFQ Page 28 of 46 cites a 35-page limit for the RFQ Response (not enclosed specifications or addenda). **Question:** Would the County permit an appendix for resumes?

ANSWER: Yes, Resumes may be included as an appendix – this will not count towards the 35-page response limit.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

SPECIFICATIONS PAGE 6.

**(REVISED) SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION
 (RFQ 23-058/JW) PROFESSIONAL GRANT PLANNING, ADMINISTRATION, AND MANAGEMENT
 SERVICES FOR COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)
 (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

(REVISED) 1.8 PROCEDURE.

Qualified Individuals/Consulting Firms are encouraged to submit statements of qualifications and experience. The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, qualifications, and cost proposal. (OMIT): ~~Fees, price, work hours, or any other cost information will not be considered in the development of the short list.~~

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. ~~OMIT: Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm.~~ If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

A COST PROPOSAL FORM to be utilized in the response submission is attached.
 (Addendum No. 2, Page 5)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

COST PROPOSAL FORM
(RFQ 23-058/JW)

COST TO PROVIDE: all the necessary labor, research, and data required *for the satisfactory completion* of a Community Wildfire Protection Plan (CWPP), as described in the above-referenced Request for Statements of Qualifications.

| |
|----------------------------|
| \$ _____ 89,310 . 00 _____ |
|----------------------------|

ORIGIN ID:MMRA (512) 831-2187

H2O PARTNERS
260 ADDIE ROY RD STE 150

AUSTIN, TX 78746
UNITED STATES US

SHIP DATE: 19SEP23
ACTWGT: 10.85 LB
CAD: 6991764/SSF02441
DIMS: 12x12x8 IN

BILL THIRD PARTY

Part # 1582857
EXP 09/24

TO **ATTN: JAMEY WEST**
JEFFERSON COUNTY
1149 PEARL STREET
1ST FL
BEAUMONT TX 77701

(409) 836-8693
TNU1
PO:

REF:

DEPT:



FedEx
Express



12331230721014

TRK# 7839 7482 3196
0201

WED - 20 SEP 5:00P
STANDARD OVERNIGHT

43 BPTA

77701
TX-US IAH



747 1 A
17:00

**PROFESSIONAL SERVICES AGREEMENT (“Agreement”)
between
JEFFERSON COUNTY, TEXAS (“County”)
and
Langford Community Management Services, Inc.**

1. PARTIES

Jefferson County, Texas (“County”) is a political subdivision of the State of Texas that acts by and through the County Commissioners Court (“Commissioners Court”).

LCMSINC is a Texas for-profit corporation with its principal place of business located at 9017 W. Hwy. 29, Suite 206, Liberty Hill, TX 78642.

2. PURPOSE:

This Professional Services Agreement (“Agreement”) is being executed so that **Langford Community Management Services, Inc.** can provide County with the professional services described in the “Scope of Services” section in this Agreement.

3. STATUTORY AUTHORITY:

The statutory authority for this Agreement is Chapter 262, Texas Local Government Code, the County Purchasing Act, as well as 2 CFR Sections 200.318-326 regarding procurement of services under a Federal award.

4. TERM:

The term of this Agreement shall commence on the date of execution of this Agreement (hereafter “Effective Date”), following which the Parties will mutually agree to a Project Start Date (hereafter “Project Start Date”), the date on which **Langford Community Management Services, Inc.** will commence work and will continue until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out.

5. Langford Community Management Services, Inc. SCOPE OF PROFESSIONAL SERVICES:

Langford Community Management Services, Inc. will provide Grant Administration and Management Services for **(RFQ 23-059/JW) Professional Grant Administration and Project Management for USDA Forest Service Community Wildfire Defense Grant (CWDG) Projects (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF).**

The scope of work is addressed more fully in the County’s Request for Statements of Qualifications (RFQ 23-059/JW) and Langford Community Management Services, Inc.’s RFQ response submission (including Addendum No.1, Addendum No. 2), as well as required documentation per the RFQ specification; all of which are included as part of this contract document, as follows:

APPENDIX A : RFQ Specifications

APPENDIX B : ADDENDUM NO. 1

APPENDIX C : ADDENDUM NO. 2

APPENDIX D : ADDITIONAL REQUIRED DOCUMENTATION

- System for Award Management, documentation of CONTRACTOR status 201
- Texas Ethics Commission FORM 1295 (completed and acknowledged by County)
- Certificate of Insurance (County identified as “Additional Insured.”)

**APPENDIX E : Langford Community Management Services, Inc. Statement of Qualifications
(Submission to the County)**

6. TERMS AND CONDITIONS OF PAYMENT FOR PROFESSIONAL SERVICES:

- 6.1.** County agrees to compensate **Langford Community Management Services, Inc.** for the professional services described in the “Scope of Services” as determined by the grant guidelines and limitations promulgated by USDA-FS-2023-CWDG-SGSF and based upon the amount of grant(s) the County receives.
- 6.2.** County will review **Langford Community Management Services, Inc.’s** invoices and will authorize payments by the USDA-FS grant to **Langford Community Management Services, Inc.** within thirty calendar days after the day that the Jefferson County Auditor receives any given **Langford Community Management Services, Inc.’s** invoice, provided that the Jefferson County Auditor determines that **Langford Community Management Services, Inc.** should be paid pursuant to this Agreement, the laws of the State of Texas, and the laws of the United States. If the Jefferson County Auditor disputes any portion of any given **Langford Community Management Services, Inc.’s** invoice, County will notify **Langford Community Management Services, Inc.** within seven business days of the basis for the dispute. The county will authorize payment for any undisputed portions of any **Langford Community Management Services, Inc.’s** invoices within thirty calendar days after the Jefferson County Auditor receives the disputed **Langford Community Management Services, Inc.** invoice(s).

7. REPORTING AND ACCOUNTABILITY:

- 7.1. Reporting.** **Langford Community Management Services, Inc.** agrees to submit all required documentation and reports in accordance with the time frames required by the granting entity’s guidelines. Additionally, **Langford Community Management Services, Inc.** agrees to keep the County Judge, Emergency Management Coordinator, County Auditor, Purchasing Agent, and other officials as designated by any of the above, apprised as to all matters relating to all projects.
- 7.2. Access to Records.** **Langford Community Management Services, Inc.** agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of **Langford Community Management Services, Inc.** that are pertinent to this Agreement. This right also includes timely and reasonable access to **Langford Community Management Services, Inc.’s** personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to this Agreement.
- 7.3. Ownership.** **Langford Community Management Services, Inc.** expressly agrees that all information, data, and supporting documentation related in any way to the professional services that **Langford Community Management Services, Inc.** provides to County pursuant to this Agreement are solely County property.
- 7.4. Maintenance of Records.** **Langford Community Management Services, Inc.** must keep and maintain **Langford Community Management Services, Inc.’s** records, books, and other documents reasonably related to this Agreement in forms that the Jefferson County

- 7.5. Audit. The Jefferson County Auditor, its assigns, or any other governmental entity approved by County has the unrestricted right to audit the originals of any and all data, records, books, or documents related in any way to this Agreement. Upon written request by County to **Langford Community Management Services, Inc., Langford Community Management Services, Inc.** will make the originals of such data, records, books, and documents available for auditing in Jefferson County, Texas within a reasonable time, but in no event later than seven calendar days after County notifies **Langford Community Management Services, Inc.** of a request to perform an audit. **Langford Community Management Services, Inc.** must provide any and all electronic data in current Microsoft Word format or current Microsoft Excel format. **Langford Community Management Services, Inc.** will have no responsibility to bear expense for converting electronic data to other formats. Conversion of searchable text to any unsearchable format for any audit will constitute a material breach of this Agreement.
- 7.6. Retention of Records. All records, books, and documents reasonably related to this Agreement must be maintained and kept by **Langford Community Management Services, Inc.** for a minimum of four years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before this four-year period, then **Langford Community Management Services, Inc.** must keep the records, books, and documents for not less than four years **after** all litigation, claims, or audit findings are resolved. **Langford Community Management Services, Inc. is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement before the aforesaid time period for maintaining all of the records, books, or other documents has past.**

8. CONFIDENTIALITY:

- 8.1. **Langford Community Management Services, Inc.** will not disclose privileged or confidential communications or information acquired in the course of the performance of the professional services under this Agreement, unless required by law. **Langford Community Management Services, Inc.** agrees to adhere to all confidentiality requirements, as applicable, for all of the professional services performed by **Langford Community Management Services, Inc.** for County under this Agreement.

8.2. Texas Public Information Act:

Langford Community Management Services, Inc. acknowledges and agrees that **Langford Community Management Services, Inc.**'s performance of professional services for County under this Agreement is subject to and subservient to the Texas Public Information Act in Chapter 552 of the Texas Government Code. Notwithstanding any other provision, including exemptions or exceptions to the Texas Public Information Act, **Langford Community Management Services, Inc.** agrees that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Texas Public Information Act, such provision will be of no force or effect. Furthermore, **Langford Community Management Services, Inc.** expressly acknowledges and agrees that County, the Commissioners Court, the County Judge, County Officials, County Department Heads, and County Employees ("County Requestors") may request advice, decisions and opinions of the Texas Attorney General about the application of the

Texas Public Information Act to any information in County's or **Langford Community Management Services, Inc.**'s possession. **Langford Community Management Services, Inc.** acknowledges and agrees that County Requestors have the right to rely on the advice, decisions, and opinions of the Texas Attorney General about the application of the Texas Public Information Act. **Langford Community Management Services, Inc.** hereby releases all County Requestors from any and all liability for any disclosure of any information about **Langford Community Management Services, Inc.** that is determined by County or the Texas Attorney General to be public information under the Texas Public Information Act.

8.3. Notwithstanding the foregoing, County and **Langford Community Management Services, Inc.** agree, to the extent permitted by the Texas Public Information Act or any other lawful privilege, to keep confidential, and store in a secure area with limited access, any information related to this Agreement.

9. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents **Langford Community Management Services, Inc.** uses in the performance of the professional services provided under this Agreement that **Langford Community Management Services, Inc.** considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or as otherwise required by law.

10. INDEMNIFICATION OF COUNTY BY Langford Community Management Services, Inc.:

10.1. To the fullest extent authorized by law, **Langford Community Management Services, Inc.**, including its assigns, subcontractors, officers, directors, employees (collectively, "**Langford Community Management Services, Inc.**") will forever waive, release, indemnify and hold harmless County, its Commissioners Court, elected and appointed officials and employees (collectively, "County") from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses of any kind or nature arising out of **Langford Community Management Services, Inc.**'s performance of its obligations pursuant to this Agreement.

10.2. Approval and acceptance of **Langford Community Management Services, Inc.**'s services by County will not constitute nor be deemed a release of the responsibility and liability of **Langford Community Management Services, Inc.** for the accuracy and competency of their services; nor will such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by **Langford Community Management Services, Inc.** in this regard. **Langford Community Management Services, Inc.** will defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

10.3. NO INDEMNIFICATION BY JEFFERSON COUNTY.

Langford Community Management Services, Inc. acknowledges and agrees that **Jefferson County** does not have the authority under Article XI, Section 7 of the Texas Constitution to indemnify **Langford Community Management Services, Inc.** or any other third party for damages arising under this Agreement.

10.4. SURVIVAL. These indemnification provisions will survive completion, suspension, termination, expiration or cancellation of this Agreement or any determination that this

11. INSURANCE:

11.1. Within ten calendar days of the Effective Date of this Agreement, **Langford Community Management Services, Inc.** must furnish to the Jefferson County Purchasing Agent proof that **Langford Community Management Services, Inc.** has professional liability insurance coverage in force. **Langford Community Management Services, Inc.'s** insurance coverage must be provided by insurance companies that, in County's sole discretion, are acceptable to County. All of **Langford Community Management Services, Inc.'s** insurance must be provided by insurance companies that are authorized by the Texas Department of Insurance to do business in the State of Texas. **Langford Community Management Services, Inc.** must maintain all of the insurance coverage required by this Agreement during the whole term of this Agreement.

12. NON-PERFORMANCE:

Except for suspension of work by **Langford Community Management Services, Inc.** due to County's failure to authorize payment for services, **Langford Community Management Services, Inc.'s** non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement will be a basis for termination of the Agreement by County. At County's sole discretion and with written notice by County, **Langford Community Management Services, Inc.** will be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement.

13. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County will issue a written order to stop work. The written order will set out the terms of the suspension. **Langford Community Management Services, Inc.** must stop all work and will cease to incur costs to County during the term of the suspension. **Langford Community Management Services, Inc.** must resume work when notified to do so by County in a written authorization to proceed. If a change in the Terms and Conditions of Payment for Professional Services section of this Agreement is necessary because of a suspension, a mutually agreed contract amendment must be executed in accordance with this Agreement.

14. TERMINATION:

Either party may, at its option, terminate this Agreement, in whole or part, by giving ten (10) calendar days prior written notice thereof to the other party with the understanding that all professional services being performed under this Agreement will cease upon the date specified in such notice. County will compensate **Langford Community Management Services, Inc.** in accordance with the terms of this Agreement for the professional services performed prior to the date specified in such notice. Upon receipt of such notice, **Langford Community Management Services, Inc.** will not incur any new obligations or perform any additional professional services and will cancel any outstanding obligations or professional services to be provided. Upon termination of this Agreement as herein above provided, all County data, documents and information in **Langford Community Management Services, Inc.'s** possession must be returned to County within fifteen calendar days of the date of termination.

14.1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County or **Langford Community Management Services, Inc.** upon ten (10) calendar days prior written notice to the non-terminating party.

14.2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

- 14.2.1.** Lack of, or reduction in, funding or resources;
- 14.2.2.** Non-performance by **Langford Community Management Services, Inc.** or **Langford Community Management Services, Inc.'s** failure or inability to perform or substantially perform, for whatever reason, the professional services required under this Agreement;
- 14.2.3.** **Langford Community Management Services, Inc.'s** failure to comply with the terms and provisions of this Agreement or **Langford Community Management Services, Inc.'s** material breach of this Agreement;
- 14.2.4.** **Langford Community Management Services, Inc.'s** failure to comply with applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- 14.2.5.** **Langford Community Management Services, Inc.'s** failure at any time to have an active corporate existence in good standing with the Texas Secretary of State;
- 14.2.6.** **Langford Community Management Services, Inc.'s** failure at any time to be in good standing with the Texas Comptroller of Public Accounts or to be authorized to do business in the State of Texas by the Texas Comptroller of Public Accounts;
- 14.2.7.** If **Langford Community Management Services, Inc.'s** becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

15. NOTICE:

Any notice to be given under this Agreement will be deemed to have been given if reduced to writing and delivered in person, or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request will be deemed to have been given three business days subsequent to the date it was so delivered or mailed.

| | |
|-----------------------------------|--|
| TO COUNTY: | TO: Langford Community Management Services, Inc.: |
| Jeff Branick | Judy Langford, President/Owner |
| County Judge | 9017 W. Hwy 29, Suite 206 |
| Jefferson County, Texas | Liberty Hill, TX 78642 |
| 1149 Pearl, 4 th Floor | |
| Beaumont, Texas 77701 | |

16. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be

17. COMPLIANCE WITH LAWS:

In providing professional services required by this Agreement, **Langford Community Management Services, Inc.** must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. **Langford Community Management Services, Inc.** will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, will be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions will nevertheless continue in full force and effect. This Agreement is performable and enforceable in Jefferson County, Texas where the principal office of County is located and the state courts of Jefferson County will be the sole and exclusive venue and jurisdiction for any litigation, special proceeding, or other proceeding between County and **Langford Community Management Services, Inc.** that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law.

20. THIRD PARTIES:

The obligations of each party to this Agreement will inure solely to the benefit of County and **Langford Community Management Services, Inc.**, and no other person or entity will be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. NO ASSIGNMENT PERMITTED:

Langford Community Management Services, Inc. does not have the right to assign its rights and duties under this Agreement to any individual or entity.

22. THE DOCTRINE OF CONTRA PROFERENTUM WILL NOT APPLY:

The doctrine of *contra proferentum* will not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement will not be construed against the party who drafted the Agreement and such party will not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and contract between County and **Langford Community Management Services, Inc.** This Agreement supersedes any other agreement or contract, whether oral or written, between County and **Langford Community Management Services, Inc.** Notwithstanding any other provision of this Agreement or any other contract or agreement between County and **Langford Community Management Services, Inc.**, this Agreement can only be modified by a subsequent written agreement or contract executed by

24. PREVENTION OF FRAUD AND ABUSE:

Langford Community Management Services, Inc. must establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving **Langford Community Management Services, Inc.**'s employees or agents must be reported immediately to County by **Langford Community Management Services, Inc.** Moreover, **Langford Community Management Services, Inc.** warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. **Langford Community Management Services, Inc.** and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender. Any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

26. INDEPENDENT Langford Community Management Services, Inc.:

Langford Community Management Services, Inc., including its employees, agents or licensees, is an independent **Langford Community Management Services, Inc.** and not an agent, servant, joint enterprise or employee of County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of professional services covered under this Agreement, and will be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with this Agreement's requirements. There will be no contractual relationship between any subcontractor, agent, employee or supplier of **Langford Community Management Services, Inc.** and County by virtue of this Agreement. This provision of this Agreement will not be for the benefit of any other party other than County and **Langford Community Management Services, Inc.**

27. ASSURANCES:

27.1. In providing the professional services described in the two "Scope of Services" sections of this Agreement, **Langford Community Management Services, Inc.** agrees to observe and comply with all licenses, legal certifications, or inspections required for the professional services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. **Langford Community Management Services, Inc.**'s failure to comply with this assurance will constitute a material breach of this Agreement.

27.2. **Langford Community Management Services, Inc.** is expressly prohibited from transferring or assigning its interest in this Agreement.

27.3. **Langford Community Management Services, Inc.**, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the professional services

hereunder are duly licensed or qualified to perform the required professional services. **Langford Community Management Services, Inc.** further agrees and ensures that all program or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

- 27.4. Langford Community Management Services, Inc.** assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. **Langford Community Management Services, Inc.** agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- 27.5. Langford Community Management Services, Inc.** agrees to adhere to confidentiality requirements, as applicable, for the professional services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the professional services being providing hereunder.
- 27.6. Langford Community Management Services, Inc.** assures that it will not use any information, documents, or data provided to **Langford Community Management Services, Inc.** by County for any proprietary purposes and will not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- 27.7. Langford Community Management Services, Inc.** agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 27.8. Langford Community Management Services, Inc.** must comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, **Langford Community Management Services, Inc.** must furnish County satisfactory proof of compliance therewith.

- 27.9. Langford Community Management Services, Inc.** certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 27.10. Langford Community Management Services, Inc.** certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Jefferson County.
- 27.11. Langford Community Management Services, Inc.** will develop and implement an agency-wide drug free work place policy. **Langford Community Management Services, Inc.** will also require that all contracts between itself and subcontractors also comply with said requirements.
- 27.12. Langford Community Management Services, Inc.** understands that reimbursement for costs under this Agreement must be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- 27.13.** Under Section 231.006, Texas Family Code, **Langford Community Management Services, Inc.** certifies to County that **Langford Community Management Services, Inc.** is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. **Langford Community Management Services, Inc.** hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 27.14. Langford Community Management Services, Inc.** certifies to County that **Langford Community Management Services, Inc.** is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- 27.15. Langford Community Management Services, Inc.** certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- 27.16.** Failure by **Langford Community Management Services, Inc.** to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of **Langford Community Management Services, Inc.** invoices or the offset of funds billed in **Langford Community Management Services, Inc.** invoices or previously paid to **Langford Community Management Services, Inc.**

28. SIGNATORY WARRANTY:

The person signing and executing this Agreement on behalf of **Langford Community Management Services, Inc.**, hereby warrants and guarantees that he is duly authorized by **Langford Community Management Services, Inc.** to execute this Agreement on behalf of **Langford Community Management Services, Inc.** and to validly and legally bind **Langford Community Management Services, Inc.** to all the terms of this Agreement.

29. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Jefferson County, Texas and **Langford Community Management Services, Inc.** accept the terms of this Agreement in full.

EXECUTED this _____ day of _____, 2023.

JEFFERSON COUNTY, TEXAS:

Langford Community Management Services, Inc.

BY: Jeff Branick
County Judge
Jefferson County, Texas

BY: Judy Langford, President/Owner

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)

APPENDIX A.

September 5, 2023

**Request for Statements of Qualifications
(RFQ 23-059/JW) Professional Grant Administration and Project Management
for USDA Forest Service Community Wildfire Defense Grant (CWDG)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

Jefferson County, Texas plans to apply for USDA Forest Service Community Wildfire Defense Grant (CWDG) Project(s); and is soliciting Statements of Qualifications from qualified individuals/firms to provide professional administration, and project management services in accordance with Request for Statements of Qualifications **(RFQ 23-059/JW) Professional Grant Administration and Project Management for USDA Forest Service Community Wildfire Defense Grant (CWDG) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**.

All interested individuals/firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All Responses shall be evaluated by an Evaluation Committee. This committee will evaluate responses to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All Responses shall be submitted with an **original and (5) copies**, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, **no later than 11:00 am CT, September 21, 2023**. Jefferson County does not accept Responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Contract Specialist at 409-835-8593 or Jamey.West@jeffcotx.us

REQUEST NAME: Professional Grant Administration and Project Management
for USDA Forest Service Community Wildfire Defense Grant (CWDG) Projects
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

REQUEST NUMBER: (RFQ 23-059/JW)

DUE DATE/TIME: 11:00 am CT, Thursday, September 21, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

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

Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

| |
|--|
| <p>PUBLISH: Beaumont Enterprise: SEPTEMBER 6 & 13, 2023</p> <p>Port Arthur News: SEPTEMBER 9 & 13, 2023</p> <p>The Examiner: SEPTEMBER 7, 2023</p> |
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SECTION 1: INTRODUCTION AND SCOPE OF WORK: REQUEST FOR STATEMENTS OF QUALIFICATION

1.1 PURPOSE.

Jefferson County is seeking well-qualified management/activity delivery service provider(s) to assist the County in preparing an application(s) for and in the overall management and implementation of the proposed Community Wildfire Defense Grant (CWDG) project, if funded, by the National Forest Service (NFS) through the U.S. Department of Agriculture (USDA Grant No. USDA-FS-2023-CWDG-SGSF).

The Biden-Harris Administration allocated up to \$200 million in funds to reduce wildfire risk to communities across the state of Texas.

Grant Application Deadline for the potential CWDG funding is October 31, 2023.

The program provides funding to community for two primary purposes:

- Community Wildfire Defense Grant Project(s) (CWDG) .
- Implement Projects described in the Community Wildfire Protection Plan and/or Hazard Mitigation Plan that is less than 10 years old.

The CWDG will fund the Community Wildfire Defense Projects (up to \$10 million) to mitigate wildfire risks as the nation faces an ongoing wildfire crisis.

1.2 SCOPE OF WORK.

MANAGEMENT SERVICES A sample detailed Scope of Work (“SOW”) for CWDG management services is enclosed in this packet (**PAGES 8-11**). The management service provider to be hired will provide application and contract-related management services, including but not limited to the following areas:

- **PRE-FUNDING SERVICES**

Provider will assist in developing project scope(s) and complete CWDG application. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of a CWDG application and related documents. The required information shall be submitted in a format to be described by the National Forest Service.

- **POST-FUNDING SERVICES**

Provider will manage and provide activity delivery of eligible projects as outlined by the CWDG application/guidance and funded by the National Forest Service. The selected service provider must follow all requirements of the CWDG program as administered by the NFS.

- **GENERAL MANAGEMENT SERVICES:**

- Administrative Duties
- Labor Management including Labor Standards (Davis-Bacon Wage Rate activities)
- Acquisition Duties (as necessary)
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

**Pre-funding services are ineligible for CWDG reimbursement.*

1.3 STATEMENT OF QUALIFICATIONS.

The County is seeking qualified professional management service providers experienced in grant application preparation, and management /activity delivery. RFQ Respondents, please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CWDG, Disaster Recovery Grants, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Description of which specific parts of the Scope of Work the service provider proposes to perform;
- Description of the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

1.4 PROPOSED COST OF SERVICES.

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFQ Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The County will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. The local government reserves the right to negotiated pricing.

Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

1.5 EVALUATION CRITERIA.

The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| Criteria | Maximum Points |
|--|-----------------------|
| Experience of the Firm | 30 |
| Prior Work Performance | 25 |
| Capacity to Perform | 30 |
| Historically Underutilized Business HUB) | 10 |
| Proposed Cost | 5 |
| Total | 100 |

1.6 SUBMISSION REQUIREMENTS.

- A copy of your current **certificate of insurance** for professional liability.

- **Statement of Conflicts of Interest**

(if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that City/County/District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

- **System for Award Management.**

Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's Proposal.

- **Form CIQ**, (enclosed).

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response. **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.

- **Form 1295**, (enclosed).

Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.

- **Required Contract Provisions.**

Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

- **Contracting with minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFQ. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps **are required of the prime contractor**:

- 1) Placing qualified minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by minority businesses, and women's business enterprises;

- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community.
Email your Request for Qualifications (RFQ) to the appropriate center.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

Houston MBDA Business Center

3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: MBDA@hccs.edu

El Paso MBDA Business Center

2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: orestes.hubbard@utsa.edu

Woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC

7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>

Email: wbcdfw@liftfund.com

WBEA – Women's Business Center

9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>

Email: wbc@wbea-texas.org

LiftFund Women's Business Center

600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>

Email: wbc@liftfund.com

1.7 DEADLINE FOR SUBMISSION:

RFQ Responses must be received no later than **11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

QUESTIONS: Any questions or requests for clarification must be submitted in writing via EMAIL to Jamey West, Contract Specialist at: Jamey.West@jeffco.tx.us by 12:00 PM (NOON) CT, FRIDAY, SEPTEMBER 15, 2023.

Jefferson County may, if appropriate, circulate the question and answer to all service provider's submitted proposals.

1.8 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.9 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.10 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

1.11 FIRM'S SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. The qualified individual/firm selected for this project is to provide all the necessary labor, research, and data required for the satisfactory preparation and submission of a grant application for the funding of Community Wildfire Defense Grant project(s). If the County is awarded grant funding the awarded individual/firm will also provide grant administration and management services for this project.

1.6 LAWS AND REGULATIONS.

A. The **Grant Administrator** contracted for this project must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 2: SCOPE OF WORK (SOW) – MANAGEMENT SERVICES

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the NFS fulfill State and Federal statutory responsibilities related to Wildfire Mitigation. Providers will assist the NFS and grant recipients in completion of approved mitigation project(s) through the CWDG program. Respondents may be qualified to provide Grant Management services for one or more programs or services (environmental, acquisition/buyout, general management, etc.) Grant management services must be performed in compliance with the National Forest Service through the U.S. Department of Agriculture (USDA) and guidelines issued by the NFS.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Management Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing NFS guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the CWDG project(s), including, but not limited to the following:

Pre-Funding Services

Provider will assist in developing project scope(s) and complete CWDG application. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of a CWDG application and related documents. The required information shall be submitted in a format to be described by the National Forest Service.

Post-Funding Services

Grant Administrator will provide Grant Management Services required to complete CWDG project, with funding. The selected service provider must follow all requirements of the as established by the National Forest Service.

Grant Management Services

a) General Management Duties:

- i. Ensure program compliance including all CWDG requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the NFS.
- ix. Submit timely responses to the NFS requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Utilize and assist with NFS's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiii. Submit change requests and all required documentation related to any change requests.
- xiv. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and NFS to effectuate the services requested.
- xv. May assist in public hearings.

- xvi. Will work with NFS's system of record.
- xvii. Provide monthly project status updates.
- xviii. Funding release will be based on deliverables identified in the contract.
- xix. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.
- xx. Financial duties:
 - a. Prepare and submit all required reports
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for program funds.
 - d. Program compliance.
 - e. Ensure that fraud prevention and abuse practices are in place and being implemented.
 - f. Prepare and submit all closeout documents.
 - g. Submit all invoices no later than 60 days after the expiration of the contract.
 - h. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.
- xxi. Perform any other administrative duty required to deliver the project.

b) Labor Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the NFS's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet NFS program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the NFS's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the NFS's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet NFS program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the NFS.
- vii. Reassignment scope alignment (if necessary).

c) Acquisition Duties:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

d) Buyout Duties (as necessary):

- i. **Project planning, design, and startup**
 - Assist subrecipient with procuring necessary vendors including appraiser, title vendor, and demolition contractor.
 - Develop sub-recipient's Policy and Procedure Manual ("Program Guidelines") and manage subsequent public comment processes.

- ii. **Property owner notifications**
 - Generate and send required mailings to owners and tenants of each parcel targeted for buyout/acquisition.
 - Handle subsequent communication with owners and tenants while developing a contact log for future outreach.
 - iii. **Intake meetings**
 - Advertise, schedule, and conduct intake with interested homeowners. During intake meetings case managers will collect all available documentation necessary to determine eligibility.
 - If there are tenants living in the property, case manager will send them General Information Notices to inform them of the program and their rights.
 - iv. **Eligibility verification**
 - Management staff will review all intake documentation and verify eligibility.
 - If applicable, firm will verify duplicative benefits (DOB) and calculate eligible receipts.
 - Maintain applicant data in a secure system of record and comply with all record-keeping requirements of the General Land Office.
 - v. **Environmental reviews and site-specific clearances**
 - Conduct all required environmental reviews (Tier I and Tier II) and generate environmental clearance reports for each applicant file.
 - vi. **Offer package generation, approval, and mailing**
 - Notify subrecipient that offer packages are ready, and use independently procured appraisals to determine the fair market value of buyout properties.
 - Generate and mail offer packages upon the subrecipient approval.
 - vii. **Offer meeting**
 - Schedule and conduct offer meetings with property owners to discuss their options; accept, appeal or decline.
 - If the owner decides to appeal, the case manager will provide advisory services to guide owner through appeal process.
 - If the owner accepts, a contract of sale will be signed at the offer meeting.
 - viii. **Closing**
 - Coordinate with property owner and subrecipient's procured title company to ensure the clear passage of title.
 - Assist property owner with relocation arrangements and schedule real estate closing.
 - ix. **Draw/funding requests**
 - Assist subrecipient with NFS draw requests, funding requests, wire tracking, and coordinating program activities to align with funding schedule.
 - x. **File, audit, closeout, and demolition**
 - Complete final audit to ensure all procedures were properly followed.
 - Transfer physical files to subrecipient and complete remaining data entry.
 - Provide procured demolition contractor with property access.
- e) **Environmental Services**
- i. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - ii. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
 - i. Prepare, complete and submit required forms for environmental review and provide all documentation to support environmental findings;
 - ii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - iii. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - iv. Prepare all responses to comments received during comment phase of the environmental review,

- including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- v. Maintain close coordination with local officials, project engineer, if applicable, and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - vi. Complete and submit the environmental review into NFS's system of record;
 - vii. At least one site visit to project location and completion of a field observation report;
 - viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
 - ix. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
 - x. Process environmental review and clearance in accordance with NEPA;
 - xi. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
 - xii. Prepare and submit Monthly Status Report; and
 - xiii. Participate in regularly scheduled progress meetings.

**Management Professional Services Rating Sheet
NFS CWDG-MOD**

Rate the Firm's Proposal in the following areas:

| A. Experience and Qualifications | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Experience with application grant writing and project delivery services for State and Federally funded projects. | 15 | |
| 2. Experience working with the Cities and Counties | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| B. Work Performance (references and prior experience with firm) | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Work product is consistently of high quality | 5 | |
| 2. Facilitates completion of project activities on schedule | 5 | |
| 3. Understands the approach for project implementation | 5 | |
| 4. References from current/past clients | 10 | |
| <i>SUBTOTAL</i> | <i>25</i> | |

| C. Capacity to Perform | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Staffing level/experience, special skills | 15 | |
| 2. Understanding of CWDG | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| D. Affirmation Action | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal) | 10 | |
| <i>SUBTOTAL</i> | <i>10</i> | |

| E. Proposed Fee | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Price is reasonable considering the firm's experience and qualifications | 5 | |
| <i>SUBTOTAL</i> | <i>5</i> | |

| Scoring Summary: | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| A. Experience of firm | 30 | |
| B. Work performance/program implementation | 25 | |
| C. Capacity to perform | 30 | |
| D. Affirmation Action | 10 | |
| E. Proposed Fee | 5 | |
| <i>TOTAL SCORE</i> | <i>100</i> | |

MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

| THRESHOLD | PROVISION | CITATION |
|---|---|--|
| <p>>\$250,000 (Simplified Acquisition Threshold)</p> | <p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> | <p>2 CFR 200 APPENDIX II (A)</p> |
| <p>>\$10,000</p> | <p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p> | <p>2 CFR 200 APPENDIX II (B)</p> |
| <p>None</p> | <p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive</p> | <p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p> |

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
- (9) The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

| | | |
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| | <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> | |
| >\$2,000 | <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> | 2 CFR 200 APPENDIX II (D) |
| >\$100,000 | <p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor must be required to compute the</p> | 2 CFR 200 APPENDIX II (E) |

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| | 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | |
| None | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. | 2 CFR 200 APPENDIX II (F) |
| >\$150,000 | Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). | 2 CFR 200 APPENDIX II (G) |
| >\$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200 APPENDIX II (H) |
| >\$100,000 | Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |
| | See 2 CFR §200.323. | 2 CFR 200 APPENDIX II (J) |
| | See 2 CFR §200.216. | 2 CFR 200 APPENDIX II (K) |
| | See 2 CFR §200.322. | 2 CFR 200 APPENDIX II (L) |
| >\$10,000 | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental | 2 CFR 200.323 |

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| | <p>Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> | |
| <p>>\$100,000</p> | <p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section</p> | |

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| | 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). | |
| None | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ol style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. <ol style="list-style-type: none"> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p> | 2 CFR 200.216 |

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| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> | 2 CFR 200.322(a)(b)(1)(2) |
| None | The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. | 2 CFR 200.112 |
| None | The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. | 2 CFR 200.336 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using 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; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | 2 CFR 200.321 |

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| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | 2 CFR 200.334 |
| None | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p> | Texas Government Code 2252.152 |

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| <p>>\$100,000</p> | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | <p>Texas Government Code 2271.002</p> |
| <p>Option Contract Language for contracts awarded prior to Grant Award</p> | <p>The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.</p> | <p>Optional</p> |
| | <p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p> | <p>42 U.S.C. 6201</p> |
| | <p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p> | <p>Section 504 of the Rehabilitati on Act of 1973, as amended.</p> |

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://www.acquisition.gov/far/52.209-6?searchTerms=52.209-6>

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

SECTION 4: RFQ RESPONSE INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

4.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope or box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that responses submitted NOT be bound by staples or glued spines.

Respondent is responsible for submitting:

One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

4.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

- All responses must be received by 11:00 am CT, Thursday, September 21, 2023.
- RFQ Responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Late Responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for Responses being delivered by third party carriers.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.
- Please direct questions to **Jamey West, Contract Specialist** via e-mail at: Jamey.West@jeffcotx.us

4.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late Response. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

4.4 COUNTY HOLIDAYS (2023):

| | | |
|------------------|---------------------|---------------|
| September 4 | (Monday) | Labor Day |
| November 10 | (Friday) | Veteran's Day |
| November 23 & 24 | (Thursday & Friday) | Thanksgiving |
| December 25 & 26 | (Monday & Tuesday) | Christmas |
| January 1, 2024 | (Monday) | New Year's |

4.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications response deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications response before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications responses cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.

4.6 PRE-PROPOSAL CONFERENCE.

There will not be a Pre-Proposal Conference for this Request for Statements of Qualifications (RFQ).

4.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Jamey West, Contract Specialist** at: Jamey.West@jeffcotx.us

The Deadline for asking questions for or requesting additional information for this RFQ (in writing) is: 12:00 PM (NOON), CT, FRIDAY, SEPTEMBER 15, 2023.

4.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County 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>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

4.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must 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.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 29.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

FORM 1295 EXEMPTIONS:

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

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | | | | | | | |
|---|---|--|---|-------------|--------------|---|--|--|---|
| 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. | | OFFICE USE ONLY | | | | | | | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE | | | | | | | | | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS | | | | | | | | | |
| 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. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE | | | | | | | | | |
| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | | | | | | |
| | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table> | Controlling | Intermediary | X | | | X |
| Controlling | Intermediary | | | | | | | | |
| X | | | | | | | | | |
| | X | | | | | | | | |
| | VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES. | | | | | | | | |
| | VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES. | | | | | | | | |
| 5 Check only if there is no Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/> | | | | | | | | | |
| 6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. 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) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div> | | | | | | | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | | | | | | | |

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

RESPONDENT: INSERT SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY POLICY).

SECTION 4 (CONTINUED): RFQ RESPONSE INSTRUCTIONS AND SPECIAL REQUIREMENTS

4.10 MINIMUM REQUIREMENTS FOR RFQ RESPONSE

This Request for Statements of Qualifications (RFQ) describes the requested scope of services and information to be included in each RFQ Response. Failure to submit information to the County in accordance with the requirements of this RFQ and its procedures may be cause for disqualification/response to be declared unresponsive. The Response should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Unclear, ambiguous statements such as “all reasonable effort to provide” must be avoided. Failure to address any of the requirements may be subject to rejection and/or misinterpretation. Inability to meet any specified requirements must be so stated and thoroughly explained.

The RFQ Response (with a 35-page limit – NOT TO INCLUDE THESE SPECIFICATIONS OR ADDENDA ISSUED) shall include the following:

ITEM 1. Letter of Transmittal

The letter of transmittal must contain the following statements and information, and is not intended to be a summary of the proposal:

1. Company name, address, and telephone number(s) of the firm submitting the proposal.
2. Name, title, address, email address and telephone number of the contact person or persons, authorized to represent the firm and to whom to direct correspondence.
3. Taxpayer identification numbers of the firm.
4. Brief statement of understanding of the services to be performed and a positive commitment to provide the specified services.
5. Signature of a corporate officer or other individual legally authorized to bind the applicant to both its proposal and cost schedule.
6. Statement which indicates **“proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with County.”**

ITEM 2. General Vendor Information

RFQ Response shall also include the following Vendor Information:

1. Name of the firm and home location for Contractor desiring to contract with the County.
2. Firm’s local address.
3. Firm’s corporate or main office address.
4. Number of years the firm has been in business.
5. Total Number of Clients.
6. Total Number of Full-Time Personnel.

7. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
8. Firm's organization chart.
9. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
10. A description of representative work accomplished for all jobs within the past five (5) years.
11. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
12. Describe reasons why the firm would be uniquely qualified to provide Grant Planning, Grant Application, Grant Administration, and Grant Management Services to Jefferson County.
13. Describe any unique services offered by your firm.
14. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on **PAGE 38** of this RFQ specifications package.

ITEM 3. Technical Proposal

Provide a detailed technical and narrative response regarding the ability to provide the components as stated within the Scope of Work. The Evaluation Criteria listed in the Evaluation of Proposals section below provides additional information and the criteria that evaluators will use:

a. Understanding the Proposal.

Responses will include comprehensive information and narrative statements that illustrate proposer's understanding of the requirements of the project and the project schedule.

b. Methodology Used for the Proposal.

Responses will include comprehensive information and narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work.

c. Management Plan for the Proposal.

Response shall include comprehensive information and narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work.

d. Experience and Qualifications.

Response shall include a detailed explanation of your experience with similar projects and employees.

i. Organization and Capabilities of Team:

Response shall include narrative description of the organization and capabilities of the project team and a personnel roster that identifies each person who will actually work on the contract.

ITEM 4. Financial/Cost Proposal

Response shall include a Cost Proposal for the proposed services, including any, fees, training, implementation, and any other costs required.

SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 SELECTION REVIEW COMMITTEE / EVALUATION RESULTS

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

Evaluation Criteria Weight:

- Cost 10% **(10 points)**
- Understanding of the project and/or services required 25% **(25 points)**
- Years in business/experience/history working with government 30% **(30 points)**
- Methodology/functionality / service or project plan 15% **(15 points)**
- Management plan/administration 15% **(15 points)**
- Preference for minority and women owned businesses/labor surplus area firms 5% **(5 points)**

TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)

5.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

5.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the proposal.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information.

No inquiries will be accepted after 12:00 PM CT (NOON), FRIDAY, SEPTEMBER 15, 2023. Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

5.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the proposal which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

4.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

- 1. Specific area of focus / special requirements**
- 2. Cost**
- 3. Availability of the Contractor**
- 4. Prior performance of the Contractor**

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

**RFQ Number & Name: (RFQ 23-059/JW) Professional Grant Administration and Project Management
for USDA Forest Service Community Wildfire Defense Grant (CWDG)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)**

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

| |
|--|
| <p>REQUIRED FORM <u>Respondent:</u> Please complete this form and include with RFQ response submission.</p> |
|--|

VENDOR REFERENCES FORM

Respondent: 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.

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

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

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

The undersigned agrees, if this RFQ response 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 Request for Statements of Qualification, Conditions of RFQ Response, 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 RFQ Response in collusion with any other Respondent, and that the contents of this RFQ Response as to prices, terms or conditions of said Response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent 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 respond or not to respond thereon.

RFQ Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official *(Please Print)*

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|--|---|
| Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award | Report Type: _____ a. initial filing b. material change |
| Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known: | If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: | |
| Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

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
- (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.

CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|---|---|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY <hr/> Date Received | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> | | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p> | | |
| <p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> | | |
| <p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> | | |

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

| | | |
|---|---|--|
| LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT | | FORM CIS |
| 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 |
| 1 | Name of Local Government Officer | Date Received |
| 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 employment or other business 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 | AFFIDAVIT 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. <div style="text-align: center; margin-top: 20px;"> _____ Signature of Local Government Officer </div> <p style="font-size: x-small; margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 20px;"> _____ _____ _____ </div> | |
| | Signature of officer administering oath | Printed name of officer administering oath |
| | | Title of officer administering oath |

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson 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) “Non-resident RFQ Respondent” refers to a person who is not a resident.
- (4) “Resident RFQ Respondent” 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 Respondent of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Non-Resident Respondent 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 bid/proposal/response: | |
| 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 Jefferson County.

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

* This is the property amount identification number assigned by the Jefferson 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.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

On this ____ day of _____, 2023, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County 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 County or any selected County 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 County, and more specifically agree as follows:

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, 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 County.
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 County.
3. Consultant agrees to maintain the confidentiality of any and 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 County’s written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
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 Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County 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 County 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: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

**RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

()

TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2023

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX B.

Addendum to RFQ

RFQ NUMBER: RFQ 23-059/JW

RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PROJECT MANAGEMENT FOR USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT (CWDG) PROJECTS (U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 1

ISSUED (DATE): 9/13/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum (ATTACHMENTS):

- SECTION 5 REVISIONS (REVISIONS IN RED PRINT).
- REVISED RESPONDENT'S CERTIFICATION FORM. (REVISIONS IN RED PRINT)

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Approved by _____ Date: _____

Address

ADDENDUM NO. 1 (REVISED) SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 SELECTION REVIEW COMMITTEE / EVALUATION RESULTS

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the responses received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

~~(OMIT) Evaluation Criteria Weight:~~

- ~~▪ Cost 10% (10 points)~~
- ~~▪ Understanding of the project and/or services required 25% (25 points)~~
- ~~▪ Years in business/experience/history working with government 30% (30 points)~~
- ~~▪ Methodology/functionality / service or project plan 15% (15 points)~~
- ~~▪ Management plan/administration 15% (15 points)~~
- ~~▪ Preference for minority and women-owned businesses/labor surplus area firms 5% (5 points)~~

TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)

5.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

5.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the response.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information.

No inquiries will be accepted after 12:00 PM CT (NOON), FRIDAY, SEPTEMBER 15, 2023. Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

5.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all responses for failure to meet the requirements herein, to waive any technicalities, and to select the response which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the response presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on responses received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

5.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

1. **Specific area of focus / special requirements**
2. **Cost**
3. **Availability of the Contractor**
4. **Prior performance of the Contractor**

ADDENDUM NO. 1 – (REVISED) RESPONDENT’S CERTIFICATION

I have carefully examined the **Request for Statements of Qualifications** Specifications, and any other documents accompanying or made a part of this **Request for Statements of Qualifications**.

I hereby propose to furnish the goods or services specified in the **Request for Statements of Qualifications**. I agree that my response will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this **RFQ Response** is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFQ Response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said RFQ Response: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2023

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX C.

Addendum to RFQ

RFQ NUMBER: RFQ 23-059/JW

RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PROJECT MANAGEMENT FOR
USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT (CWDG)
PROJECTS
(U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

RFQ DUE BY: **11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023**

ADDENDUM NO.: 2

ISSUED (DATE): 9/18/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **CLARIFICATIONS**
- **Addition of Cost Proposal Form for RFQ Submission**

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ 23-059/JW)

PROFESSIONAL GRANT ADMINISTRATION AND PROJECT MANAGEMENT FOR USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT (CWDG) PROJECTS
(U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

CLARIFICATIONS

QUESTION 1: Would Jefferson County consider extending the deadline to allow respondents time to incorporate any Addenda into the response?

ANSWER: NO.

The County is unable to extend the deadline for RFQ submissions for this project due to the overall timeframe for the grant application submission.

QUESTION 2: How long will the review committee take to select a contractor for RFQ 23-059/JW?

ANSWER: Due to the time constraints of the grant application for CWDG Projects funding, the Selection Review Committee and Award/Contract process will be expedited, with a goal of having the RFQ awarded and contract executed by the second week of October.

QUESTION 3: Is a Cost of Services required? If so, could the County provide the form?

ANSWER: Yes. Respondents may submit the Cost Proposal Form included in this addendum, PAGE 3.

QUESTION 4: The RFQ states a that there is a 35-page limit for the RFQ Response (not including the RFQ specifications document or addenda). Question: Would the County permit an appendix for resumes?

ANSWER: Yes, Resumes may be included as an appendix – this inclusion will not count towards the 35-page response limit.

COST PROPOSAL FORM (RFQ 23-059/JW)

SCOPE OF SERVICES REQUESTED

Providers will help the NFS fulfill State and Federal statutory responsibilities related to Wildfire Mitigation. Providers will assist the NFS and grant recipients in completion of approved mitigation project(s) through the CWDG program. Respondents may be qualified to provide Grant Management services for one or more programs or services (environmental, acquisition/buyout, general management, etc.) Grant management services must be performed in compliance with the National Forest Service through the U.S. Department of Agriculture (USDA) and guidelines issued by the NFS.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Management Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing NFS guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the CWDG project(s), including, but not limited to the following:

Pre-Funding Services

Provider will assist in developing project scope(s) and complete CWDG application. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of a CWDG application and related documents. The required information shall be submitted in a format to be described by the National Forest Service.

Post-Funding Services

Grant Administrator will provide Grant Management Services required to complete CWDG project, with funding. The selected service provider must follow all requirements of the as established by the National Forest Service.

COST TO PROVIDE SERVICES AS DESCRIBED WITHIN THIS RFQ:

PRE-FUNDING SERVICES

| |
|------------------|
| \$ _____ . _____ |
|------------------|

POST-FUNDING SERVICES

| |
|------------------|
| \$ _____ . _____ |
|------------------|

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX D.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752 | CONTACT NAME: Jesus Sanchez PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183 E-MAIL ADDRESS: jsanchez@centralins.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURED | INSURER A: Hartford Lloyds |
| Langford Community Management Services, Inc. 9017 W. Hwy 29, Suite 206 Liberty Hill TX 78642 | INSURER B: Sentinel Ins Co, LTD INSURER C: Travelers Casualty & Surety Co of America INSURER D: INSURER E: INSURER F: |
| | NAIC # 38253 11000 |


COVERAGES **CERTIFICATE NUMBER:** 2023/24 GL w/HNO WC **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JEC-1 <input type="checkbox"/> LOC OTHER: | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 EPLI \$ 5,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 66WBCAT2987 | 01/09/2023 | 01/09/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Professional Liability | | | 106882718 | 09/18/2022 | 09/18/2023 | Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Deductible \$5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER INSURED'S COPY FOR INFORMATIONAL PURPOSES ONLY | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

 An official website of the United States government
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 **You have 2 new alerts**
Show / Hide Alerts



Search

All Words ▾

e.g. 1606N020Q02



Search Results

Saved Searches

Select Domain
Entity Information 

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By 

Keyword Search

For more information on how to use our keyword search, visit our help guide [🔗](#)

Simple Search

Search Editor

Any Words 

- All Words ⁱ
- Exact Phrase ⁱ

e.g. 123456789, Smith Corp

Classification ▼

Excluded Individual ▲

First Name

Middle Name

Last Name

SSN / TIN

Add Individual

Judy Langford ×

Reid Howell ×

Excluded Entity ▲

Entity Name

▼

LANGFORD COMMUNITY MANAGEMENT SERVICES INC ×
Unique Entity ID: E9ZTZ6ZKMK51

Unique Entity ID

e.g. HTYR9YJHK65L ▼

CAGE / NCAGE

Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



Reset



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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Feedback

+ [Our Website](#)

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+ [Policies](#)

+ [Customer Service](#)



LANGFORD COMMUNITY MANAGEMENT SERVICES INC

| | | |
|---|--|--|
| Unique Entity ID E9ZTZ6ZKMK51 | CAGE / NCAGE SU3R0 | Purpose of Registration Federal Assistance Awards Only |
| Registration Status Active Registration | Expiration Date Nov 2, 2023 | |
| Physical Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | Mailing Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | |

Registration Information

| | | |
|---|--|-----------------------------------|
| Doing Business as (blank) | Division Name (blank) | Division Number (blank) |
| Congressional District Texas 31 | State / Country of Incorporation Texas / United States | URL (blank) |

Registration Dates

| | | |
|---------------------------------------|---------------------------------------|--|
| Activation Date Nov 4, 2022 | Submission Date Nov 2, 2022 | Initial Registration Date Dec 21, 2009 |
|---------------------------------------|---------------------------------------|--|

Entity Dates

| | |
|---|---|
| Entity Start Date Jan 1, 1997 | Fiscal Year End Close Date Dec 31 |
|---|---|

Immediate Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

J
JUDY LANGFORD, Owner
judy@LCMSINC.com
5124520432

Electronic Business

J
JUDY LANGFORD, Owner
judy@LCMSINC.com
5124520432
9017 W. State HWY 29
Suite #206
Liberty Hill, Texas 78642
United States

Judy Langford
judy@lcmsinc.com
5127042040
2901 County Road 175
Leander, Texas 78641
United States

Government Business

J
Judy Langford, Owner
judy@LCMSINC.com
5124520432
9017 W. State HWY
Suite #206
Liberty Hill, Texas 78642
United States

JUDY LANGFORD
judy@LCMSINC.com
5124520432
2901 County Road 175
Leander, Texas 78641
United States

Service Classifications

NAICS Codes

Primary NAICS Codes NAICS Title

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121)
(blank) (blank)

Location

Annual Receipts (in accordance with 13 CFR 121) Number of Employees (in accordance with 13 CFR 121)
(blank) (blank)

Industry-Specific

Barrels Capacity Megawatt Hours Total Assets
(blank) (blank) (blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



Entities Search Results 1 Total Results

Filter by:

| UEI | Status |
|--------------|----------|
| E9ZTZ6ZKMK51 | active |
| | Inactive |

LANGFORD COMMUNITY MANAGEMENT SERVICES INC ● Active Registration

Unique Entity ID: E9ZTZ6ZKMK51

CAGE/NCAGE: 5U3R0

Physical Address:

9017 W STATE HIGHWAY 29 STE 206
LIBERTY HILL, TX
78642 USA

Expiration Date:

Nov 02, 2023

Purpose of Registration:

Federal Assistance Awards

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Langford Community Management Services, Inc.
Liberty Hill, TX United States

Certificate Number:
2023-1072692

Date Filed:
09/18/2023

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

Date Acknowledged:

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.
USDA-FS-2023-CWDG-SGSF
Community Wildfire Defense Grant - Implementation of CWPP/HMG Project(s)

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Langford, Judy | Liberty Hill, TX United States | X | |
| Howell, Reid | Liberty Hill, TX United States | | X |
| Community Management Services, Inc., Langford | Liberty Hill, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

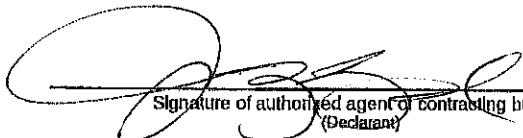
6 UNSWORN DECLARATION

My name is Judy Langford, and my date of birth is 12/25/1960.

My address is 9017 W. Hwy. 29, Suite 206 Liberty Hill TX 78642 Williamson
(street) (city) (state) (zip code) (country)

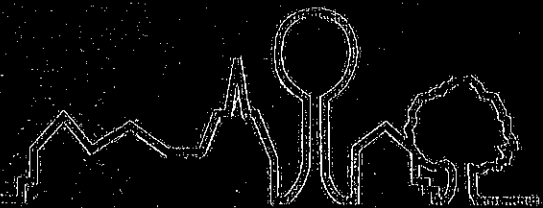
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 18th day of September, 2023
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX E.

LANGFORD



COMMUNITY MANAGEMENT SERVICES



ORIGINAL



**PROFESSIONAL GRANT ADMINISTRATION
SERVICES PROPOSAL FOR
RFQ 23-059/JW
THE COMMUNITY WILDFIRE
DEFENSE GRANT PROJECT(S)
(CWDG)**

JEFFERSON COUNTY, TEXAS

PROPOSED BY:

Langford Community Management Services
9017 W. Hwy. 29, Suite 206
Liberty Hill, Texas 78642

With satellite offices in:
Beaumont, Magnolia, Stockdale and Harlingen

PROPOSED TO:

Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

Phone: 409-835-8400



Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

Phone: 409-835-8400
Attn: Jamey.West@jeffcotx.us

RE: Proposal for USDA-FS-2023-CWDG-SGSF Grant Administration and Project(s) Management

Langford Community Management Services, Inc. (LCMS) is pleased to submit this proposal to provide grant administration and professional management for the USDA-FS-2023-CWDG-Community Wildfire Defense Grant to Jefferson County. We fully understand the proposed scope of work covered by the County's RFP and will review the current Hazard Mitigation Plan to identify potential projects that are eligible for funding.

LCMS served as lead in Bastrop County with the Wildfire Disaster Recovery Grant following the 2012 wildfire and has the hands-on experience, knowledge, leadership, capacity, and support systems in place to assist you with your grant administration and project management needs.

The Community Wildfire Defense Grant (CWDG) serves as funding (up to \$10m) for a project(s), and implementation that provides resilient landscapes, fire-adapted communities, and safe, effective, risk-based wildfire response decisions. *\$0 cost to the County with a waiver considering an under served, low-income community is located within your jurisdiction.*

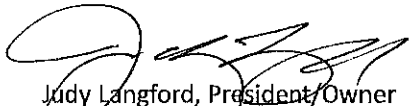
Eligible projects include:

- Hazardous fuel reduction, including trucks, trailers, woodchippers, mulchers, skid steers, mowers, and chainsaws.
- Create Defensible Spaces and Fire Breaks
- Labor to Remove & Dispose Hazardous Fuels
- Wildfire Education & Outreach

We trust this proposal provides all the requested information and see that the LCMS team has an excellent record of performance in providing quality service in grant administration and project management to ensure all state, federal, and local requirements are met while implementing this program.

Please contact me at (512) 452-0432 if you have any questions or require additional information about LCMS to complete your assessment of our capabilities. LCMS values our relationship with the County, and we appreciate your consideration of our proposal. We look forward to hearing from you regarding your review of the proposal and the opportunity to work with you on this important project.

Sincerely,



Judy Langford, President/Owner
Langford Community Management Services, Inc.

9017 W. State Hwy 29, Suite 206, Liberty Hill, Texas 78642 512-452-0432

SECTION 1: ADMINISTRATIVE SERVICES

INTRODUCTION

Langford Community Management Services, Inc. (LCMS) has been serving Texas Cities and Counties and their grant writing and administration needs for 40 years. LCMS incorporated as a Women-owned Business Enterprise (WBE) in 1997, having worked with numerous grants since 1983 as a sole proprietorship. LCMS became a certified HUB through the Secretary of State's office and has maintained that certification since 2009. As a Texas "home-grown" business, LCMS has chosen to concentrate in helping to strengthen Texas communities through community and economic development while advocating for affordable housing through local program development and statewide policy changes affecting Texas communities. Judy Langford, President and Owner, is actively engaged in every project we undertake, and will be integrally involved in every step along the way. With our roots in public service, LCMS strives to meet our clients' needs with the recognition that all local governments are in place to assist the public and provide basic services to sustain their communities.

STATEMENT OF QUALIFICATIONS

LCMS brings full-spectrum grant writing and management service with 40 years of Texas-based grant administration as a firm, with decades of combined experience from our team of grant specialists. LCMS, being created and continued by service-driven individuals, many of whom worked as public servants for many years prior to coming to this job, take very seriously the fact that we are project managers.

LCMS has written and administered millions of dollars in grants and loans from state and federal agencies, including the Texas Department of Agriculture (TDA), General Land Office (GLO), Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Emergency Management (TDEM), Texas Department of Economic Development (TDED), Texas Parks and Wildlife (TPWD), Texas Department of Transportation (TxDOT), Texas Water Development Board (TWDB), Texas Water Commission (now Texas Commission on Environmental Quality-TCEQ), Department of Energy (DOE), State Energy Conservation Office (SECO), Housing and Urban Development (HUD), United States Department of Agriculture (USDA), Texas Historical Commission (THC), U.S. Department of Justice (DOJ), Federal Emergency Management Agency (FEMA) and the Economic Development Administration (EDA).

APPROACH TO PROVIDING SERVICES

LCMS understands the need for the selected consulting firm to administer and manage the County's Community Wildfire Defense Grant program entirely. This is the stance our firm takes on all contracts. LCMS will organize the program in such a way that the County will ultimately be responsible only for internal processes such as final review and approval of the draws. NEPA standards including environmental reviews will be met. LCMS is very experienced with these reviews and the associated processes anticipated by the USDA-FS program. LCMS is also very experienced with Federal Labor Standard Regulations including the Davis-Bacon and Related Acts and will assure compliance with these regulations.

EXPERIENCED IN WILDFIRE/HAZARD MITIGATION AND RESILIENCY

LCMS has written, managed and completed city and county grants since 1983. Within that time, we have assisted numerous communities to complete applications, secure approved funding, administer timely project service, monitor, and successfully close projects in full compliance with state and federal requirements.



We served assisted and served as lead in disaster recovery grants after the 2012 Bastrop County wildfires and we know how to meet the resiliency needs of communities. In the State of Texas, LCMS is intricately familiar with Federal disaster grants including Texas Department of Agriculture Disaster Relief funds, General Land Office disaster recovery funds and the Resilient Communities Program, Hazard Mitigation Funds through the Texas Department of Emergency Management, Natural Resource Conservation Services Watershed Protection Grants and combinations of several of the above.

In working closely with many cities and counties during the disaster recovery process, LCMS has developed an extensive knowledge of the disaster prevention and recovery programs available and how they may complement each other to best serve the communities and extend available dollars.

EXPERIENCED STAFF

LCMS ranks our employees as our #1 asset. Our work with more than 150 communities would not be possible without the knowledge, experience and skills of our staff members. LCMS has in place a strong team with vast training and experience in the USDA-FS Programs. Our staff members are trained and certified through the Texas Department of Agriculture to be administrators of the TxCDBG Program. Many are CDBG trained for environmental reviews and trained and certified with the Texas Department of Transportation for administration of TxDOT projects.

We are deeply knowledgeable regarding program eligibility and requirements for a wide variety of resiliency project needs including water, sewer, streets, drainage, flood control, wildfire resiliency, coastal protection, public buildings, parks, generators, and other facilities.

We understand what is required to meet local needs for low-to-moderate income neighborhoods, on a system-wide basis, and to support local job creators.

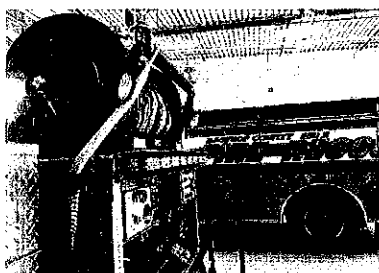
With a staff of 28 service minded individuals, LCMS has the capacity to write and administer additional projects. In Section 5 of our proposal, you will find references from our past and present clients and staff resumes that will provide more information about our staff and the breadth of experience that they bring to the team.



REFERENCES AND EXAMPLES

Grant Management for Bastrop County Wildfire I and Wildfire II Grants

LCMS administered the Bastrop County CDBG-DR Wildfire funds of \$28 Million. All requirements for the funds were reviewed and accepted by GLO and HUD. These funds were used in multi-faceted ways to protect the citizens of the County from danger. These projects include right-of-way restoration from damage received post wildfires from erosion caused by severe rains on charred ground, shelters, improved emergency radio communications, new fire station, replacement of culverts lost in flooding and new ingress/egress for areas with limited access.



LCMSs' environmental team worked with U.S. Fish and Wildlife Service and Texas State University to develop and implement best practices for the minimalization of impact to Houston Toads and Toad habitats. The County met once a week after the initial wildfire to discuss and guide project management of Disaster Recovery funds. The management of the Bastrop County CDBG DR Wildfire I and Wildfire II are like the USDA-FS funds the County may be receiving.

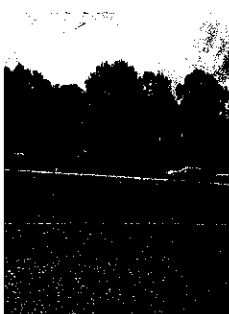
For their Wildfire I grant, the County initially, received just under \$5 million of "urgent" need funds for critical projects for Right- of-Way restoration and match to the Natural Resource Conservation Service for culvert replacement projects. After a door-to-door survey was completed to reach greater than 51LMI status for the County, an additional \$18 million was contractually obligated to the County for additional projects. LCMS worked alongside Bastrop's officials to ensure compliance with all CDBG and Federal rules and regulations are followed.



Bastrop County Success Story

LCMS has delivered on over \$1.5 Billion in project delivery oversight and program delivery in Texas, including assisting Bastrop County through the recovery process from 2012 wildfires and floods. A Bastrop County success story: A fire broke out along the side of the road. (Image A) It was in front of a property that had recently been mitigated. Due to the under story thinning completed on the property the fire did not climb into the tops of the trees (crown fire) and fire fighters were able to easily access the back of the property to contain it. The second pictures (Images B & C) show the results of what good mitigation can do.

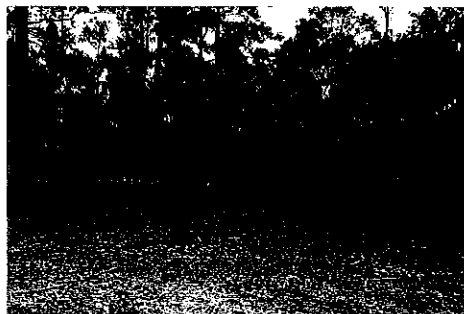
(A)



(B)



(C)



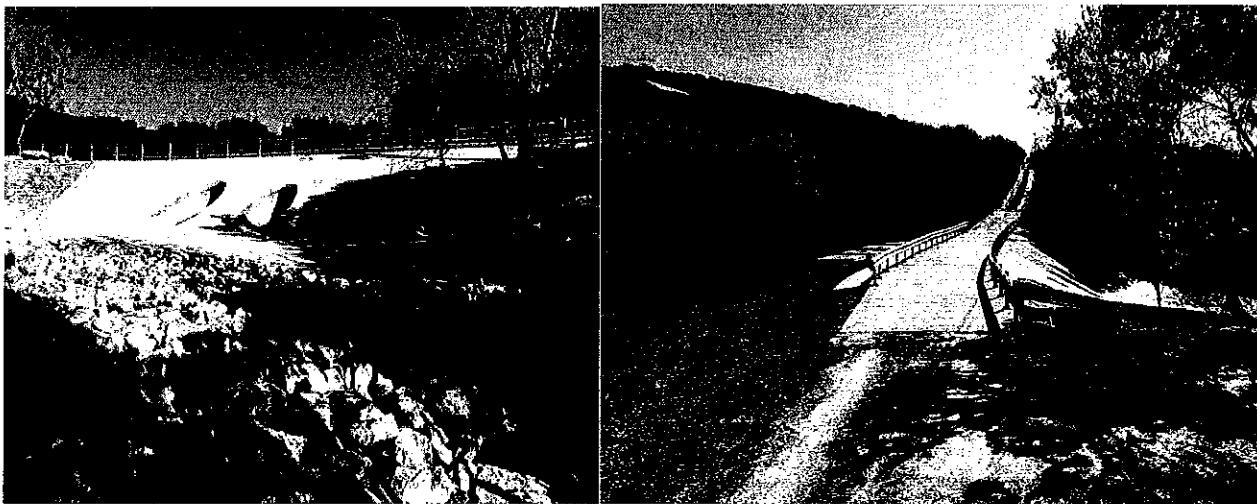
City of Shiner

LCMS completed a Flood & Drainage Improvements project through a GLO-DR grant for the City of Shiner. This Flood & Drainage improvement project included replacing existing concrete; install storm sewer lines, inlets, and junctions on S. Mary Street.



City of Wimberley

LCMS completed a Flood & Drainage Improvements project through a GLO-DR grant for the City of Wimberley. This Flood & Drainage improvement project included demolishing existing roadway on Hoots Holler Road, installing storm inlets, reinforcing concrete roadway, and reinforcing the concrete apron and slope pavement.



Langford Community Management Services Grant Management Experience

| YEAR | CLIENT | AMOUNT | YEAR | CLIENT | AMOUNT |
|------|------------------|---------------|------|-----------------|-----------------|
| 2012 | Florence | \$ 275,000.00 | 2014 | Stockdale | \$ 275,000.00 |
| 2012 | Florence | \$ 327,500.00 | 2014 | Weimer | \$ 350,000.00 |
| 2012 | Gatesville | \$ 75,000.00 | 2014 | West | \$ 274,999.00 |
| 2012 | Harker Heights | \$ 350,000.00 | 2015 | Buda | \$ 430,377.00 |
| 2012 | La Coste | \$ 275,000.00 | 2015 | Hays County | \$ 2,349,747.00 |
| 2012 | Live Oak Colonia | \$ 500,000.00 | 2015 | Hays County | \$ 5,003,006.00 |
| 2012 | Live Oak Colonia | \$ 300,000.00 | 2015 | Lyford B-116 | \$ 1,000,000.00 |
| 2012 | Marble Falls | \$ 275,000.00 | 2015 | Lyford B-118 | \$ 433,375.00 |
| 2012 | Pleasanton | \$ 275,000.00 | 2015 | Uhland | \$ 277,388.00 |
| 2012 | Wilson County | \$ 350,000.00 | 2015 | Bastrop County | \$ 275,000.00 |
| 2013 | Bartlett | \$ 275,000.00 | 2015 | Charlotte | \$ 275,000.00 |
| 2013 | Charlotte | \$ 275,000.00 | 2015 | Devine | \$ 275,000.00 |
| 2013 | Devine | \$ 275,000.00 | 2015 | Elgin | \$ 275,000.00 |
| 2013 | Granite Shoals | \$ 275,000.00 | 2015 | Flatonia | \$ 275,000.00 |
| 2013 | Hondo | \$ 275,000.00 | 2015 | Harker Heights | \$ 275,000.00 |
| 2013 | La Grange | \$ 275,000.00 | 2015 | City of Hondo | \$ 275,000.00 |
| 2013 | Lyford | \$ 215,382.00 | 2015 | Karnes County | \$ 275,000.00 |
| 2013 | Lyford D | \$ 350,000.00 | 2015 | Lyford | \$ 230,870.00 |
| 2013 | Moody | \$ 300,000.00 | 2015 | Poteet | \$ 275,000.00 |
| 2013 | Nixon | \$ 275,000.00 | 2015 | Rockdale | \$ 275,000.00 |
| 2013 | Poteet | \$ 275,000.00 | 2015 | Stockdale | \$ 275,000.00 |
| 2013 | Refugio County | \$ 300,000.00 | 2015 | Taylor | \$ 350,000.00 |
| 2013 | Runge | \$ 275,000.00 | 2015 | Taylor | \$ 82,203.00 |
| 2013 | Taylor-Wilco | \$ 300,000.00 | 2016 | Bastrop County | \$ 447,748.00 |
| 2013 | Three Rivers | \$ 300,000.00 | 2016 | Lee County | \$ 2,020,000.00 |
| 2014 | Bandera | \$ 275,000.00 | 2016 | Bandera | \$ 275,000.00 |
| 2014 | Bertram | \$ 275,000.00 | 2016 | Barlett | \$ 275,000.00 |
| 2014 | Christine | \$ 275,000.00 | 2016 | Bastrop Coumnty | \$ 350,000.00 |
| 2014 | Gatesville | \$ 275,000.00 | 2016 | Blanco | \$ 275,000.00 |
| 2014 | Hallettsville | \$ 275,000.00 | 2016 | Chico | \$ 275,000.00 |
| 2014 | Hays County | \$ 275,000.00 | 2016 | Eastland County | \$ 350,000.00 |
| 2014 | Jourdanton | \$ 275,000.00 | 2016 | Falls County | \$ 275,000.00 |
| 2014 | Karnes County | \$ 275,000.00 | 2016 | Fayette County | \$ 87,271.00 |
| 2014 | Kenedy | \$ 275,000.00 | 2016 | Florence | \$ 275,000.00 |
| 2014 | La Coste | \$ 275,000.00 | 2016 | Gatesville | \$ 500,000.00 |
| 2014 | Lampasas | \$ 275,000.00 | 2016 | Glen Rose | \$ 275,000.00 |
| 2014 | Lyford | \$ 26,743.00 | 2016 | Granite Shoals | \$ 275,000.00 |
| 2014 | Martindale | \$ 275,000.00 | 2016 | Kenedy | \$ 275,000.00 |
| 2014 | Rockdale | \$ 275,000.00 | 2016 | Marble Falls | \$ 275,000.00 |
| 2014 | Schulenberg | \$ 150,000.00 | 2016 | Martindale | \$ 350,000.00 |
| 2014 | Smithville | \$ 275,000.00 | 2016 | Meridian | \$ 300,000.00 |

Langford Community Management Services Grant Management Experience

| YEAR | CLIENT | AMOUNT | YEAR | CLIENT | AMOUNT |
|------|-----------------|-----------------|------|-----------------|-----------------|
| 2016 | Natalia | \$ 50,000.00 | 2017 | Thrall | \$ 300,000.00 |
| 2016 | Nixon | \$ 275,000.00 | 2017 | Uhland | \$ 40,000.00 |
| 2016 | Runge | \$ 275,000.00 | 2018 | Atascosa County | \$ 275,000.00 |
| 2016 | Smiley | \$ 275,000.00 | 2018 | Bandera | \$ 275,000.00 |
| 2016 | Stockdale | \$ 350,000.00 | 2018 | Bastrop | \$ 300,000.00 |
| 2016 | Tolar | \$ 275,000.00 | 2018 | Devine | \$ 275,000.00 |
| 2016 | Uhland | \$ 275,000.00 | 2018 | Eastland County | \$ 500,000.00 |
| 2016 | Wilson County | \$ 350,000.00 | 2018 | Eastland County | \$ 350,000.00 |
| 2017 | Bastrop County | \$ 2,015,856.00 | 2018 | Fayette County | \$ 300,000.00 |
| 2017 | Bastrop County | \$ 1,632,148.00 | 2018 | Fayetteville | \$ 300,000.00 |
| 2017 | Caldwell County | \$ 1,000,000.00 | 2018 | Floresville | \$ 275,000.00 |
| 2017 | Caldwell County | \$ 1,458,279.00 | 2018 | Hallettsville | \$ 275,000.00 |
| 2017 | Goliad County | \$ 1,583,333.00 | 2018 | Jourdanton | \$ 275,000.00 |
| 2017 | Goliad County | \$ 723,030.00 | 2018 | Karnes County | \$ 275,000.00 |
| 2017 | Gonzalez County | \$ 1,667,714.00 | 2018 | La Coste | \$ 275,000.00 |
| 2017 | Gonzalez County | \$ 903,466.00 | 2018 | Lampasas | \$ 275,000.00 |
| 2017 | Hallettsville | \$ 279,939.00 | 2018 | Lyford | \$ 275,000.00 |
| 2017 | Karnes County | \$ 1,725,606.00 | 2018 | Moulton | \$ 275,000.00 |
| 2017 | Karnes County | \$ 74,177.00 | 2018 | Pleasanton | \$ 275,000.00 |
| 2017 | Lee County | \$ 286,021.00 | 2018 | Poth | \$ 275,000.00 |
| 2017 | Lee County | \$ 1,000,000.00 | 2018 | Schulenberg | \$ 300,000.00 |
| 2017 | Moulton | \$ 263,295.00 | 2018 | Smiley | \$ 275,000.00 |
| 2017 | Nixon | \$ 671,903.00 | 2018 | Uhland | \$ 300,000.00 |
| 2017 | Shiner | \$ 272,693.00 | 2018 | Taylor | \$ 500,000.00 |
| 2017 | Smiley | \$ 595,907.00 | 2018 | Florence | \$ 750,000.00 |
| 2017 | Yoakum | \$ 1,416,383.00 | 2018 | Floresville | \$ 500,000.00 |
| 2017 | Bastrop County | \$ 242,902.00 | 2018 | Liberty Hill | \$ 1,243,165.00 |
| 2017 | Bertram | \$ 300,000.00 | 2019 | Bastrop County | \$ 300,000.00 |
| 2017 | Charlotte | \$ 275,000.00 | 2019 | Burnet County | \$ 350,000.00 |
| 2017 | Cisco | \$ 275,000.00 | 2019 | Charlotte | \$ 275,000.00 |
| 2017 | Cisco | \$ 350,000.00 | 2019 | Flatonia | \$ 300,000.00 |
| 2017 | Eastland County | \$ 275,000.00 | 2019 | Florence | \$ 300,000.00 |
| 2017 | Flatonia | \$ 45,000.00 | 2019 | Granite Shoals | \$ 300,000.00 |
| 2017 | Hays County | \$ 300,000.00 | 2019 | Hondo | \$ 275,000.00 |
| 2017 | Hondo | \$ 275,000.00 | 2019 | Lexington | \$ 300,000.00 |
| 2017 | La Grange | \$ 300,000.00 | 2019 | McLennan County | \$ 300,000.00 |
| 2017 | Natalia | \$ 275,000.00 | 2019 | Poteet | \$ 275,000.00 |
| 2017 | Rockdale | \$ 275,000.00 | 2019 | Rockdale | \$ 275,000.00 |
| 2017 | Runge | \$ 275,000.00 | 2019 | Runge | \$ 275,000.00 |
| 2017 | Smithville | \$ 300,000.00 | 2019 | Stockdale | \$ 275,000.00 |
| 2017 | Stockdale | \$ 275,000.00 | 2019 | Liberty Hill | \$ 500,000.00 |

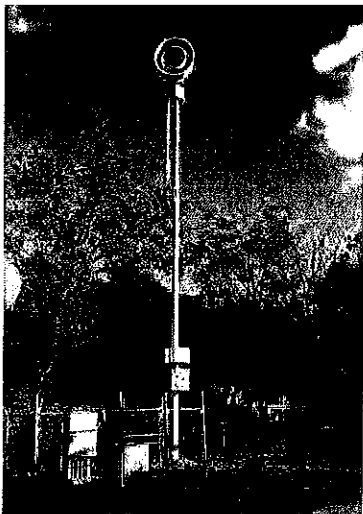
Langford Community Management Services Grant Management Experience

| YEAR | CLIENT | AMOUNT | YEAR | CLIENT | AMOUNT |
|------|-----------------|------------------|------|---------------------|------------------|
| 2019 | Florence | \$ 300,000.00 | 2020 | Eastland County | \$ 9,805,900.00 |
| 2019 | Granite Shoals | \$ 300,000.00 | 2020 | Gonzales County | \$ 6,071,588.57 |
| 2019 | Hondo | \$ 275,000.00 | 2020 | Hallettsville | \$ 9,882,441.85 |
| 2019 | Lexington | \$ 300,000.00 | 2020 | Ivanhoe | \$ 11,472,116.80 |
| 2019 | McLennan County | \$ 300,000.00 | 2020 | Kenedy | \$ 43,040,897.00 |
| 2019 | Poteet | \$ 275,000.00 | 2020 | Lexington | \$ 6,393,661.50 |
| 2019 | Rockdale | \$ 275,000.00 | 2020 | Martindale | \$ 6,678,027.21 |
| 2019 | Runge | \$ 275,000.00 | 2020 | Moulton | \$ 4,298,611.68 |
| 2019 | Stockdale | \$ 275,000.00 | 2020 | Nixon | \$ 3,592,211.82 |
| 2019 | Liberty Hill | \$ 500,000.00 | 2020 | Rockdale | \$ 4,417,469.03 |
| 2019 | Taylor | \$ 40,000.00 | 2020 | San Patricio County | \$ 15,435,182.60 |
| 2019 | Taylor | \$ 70,000.00 | 2020 | Seadrift | \$ 4,850,939.04 |
| 2019 | Corpus Christi | \$ 3,000,000.00 | 2020 | Seguin | \$ 37,861,885.50 |
| 2020 | Blanco | \$ 275,000.00 | 2020 | Smithville | \$ 12,966,041.00 |
| 2020 | Bynum | \$ 275,000.00 | 2020 | Uhland | \$ 11,851,660.80 |
| 2020 | Devine | \$ 275,000.00 | 2020 | Yoakum | \$ 8,143,545.20 |
| 2020 | Falls County | \$ 275,000.00 | 2020 | Yoakum | \$ 4,960,187.10 |
| 2020 | Floresville | \$ 275,000.00 | 2020 | Comanche | \$ 150,000.00 |
| 2020 | Hallettsville | \$ 275,000.00 | 2020 | Taylor | \$ 107,351.00 |
| 2020 | Hitchcock | \$ 408,940.00 | 2020 | Bandera | \$ 150,000.00 |
| 2020 | Iredell | \$ 275,000.00 | 2020 | Stockdale | \$ 150,000.00 |
| 2020 | Jourdanton | \$ 275,000.00 | 2020 | La Grange | \$ 750,000.00 |
| 2020 | Karnes County | \$ 500,000.00 | 2020 | Salado | \$ 150,000.00 |
| 2020 | Karnes County | \$ 275,000.00 | 2020 | Tomball | \$ 750,000.00 |
| 2020 | La Coste | \$ 275,000.00 | 2020 | Atascosa County | \$ 461,460.00 |
| 2020 | La Grange | \$ 275,000.00 | 2020 | Caldwell County | \$ 890,595.00 |
| 2020 | Lampasas | \$ 275,000.00 | 2020 | Goliad County | \$ 308,148.00 |
| 2020 | Los Indios | \$ 275,000.00 | 2020 | Kenedy County | \$ 295,360.00 |
| 2020 | Lyford | \$ 275,000.00 | 2020 | Lee County | \$ 461,460.00 |
| 2020 | Marble Falls | \$ 275,000.00 | 2020 | Marble Falls | \$ 2,500,000.00 |
| 2020 | Meridian | \$ 275,000.00 | 2020 | Seguin | \$ 860,000.00 |
| 2020 | Moody | \$ 275,000.00 | 2020 | Bandera | \$ 275,000.00 |
| 2020 | Nixon | \$ 275,000.00 | 2020 | Bee County | \$ 275,000.00 |
| 2020 | Pleasanton | \$ 275,000.00 | 2020 | Bertram | \$ 275,000.00 |
| 2020 | Santa Rosa -DRP | \$ 275,000.00 | 2021 | Buckholts | \$ 2,922,456.00 |
| 2020 | Schulenburg | \$ 275,000.00 | 2021 | Lexington | \$ 2,297,000.00 |
| 2020 | Thrall | \$ 275,000.00 | | | |
| 2020 | Austin County | \$ 36,937,293.90 | | | |
| 2020 | Bastrop County | \$ 4,240,329.20 | | | |
| 2020 | Caldwell County | \$ 17,460,036.00 | | | |
| 2020 | Eastland County | \$ 9,999,140.72 | | | |

SECTION 2: EXPERIENCE AND PERFORMANCE

WORK PERFORMANCE

LCMS brings full-spectrum grant writing and management service and has excelled in the grant administration and project management grants.

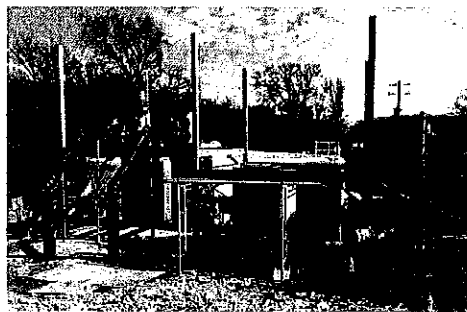


LCMS will work together with the County through every step of the USDA-FS-2023-CWDG-SGSF grant process, ensuring that the County's priorities and goals are considered and successfully achieved.

Years of program experience and an organized approach allows LCMS to produce real, cost-effective results. We will tailor the process to your needs while following the program-specific guidelines.

A grant administrator is primarily responsible for coordinating and expediting all grant activities. We strive to remain a cooperative, informed, and active member of your project implementation team. As such, we help keep projects on track and on time. Our core tasks include:

- Maintain regular contact with the the local contact person, and contractors,
- Provide project contractors with an instruction and forms packet so they know up- front what information is required by the state agency,
- Assist in processing all invoices, contracts, and change orders received from the project contractors,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in project activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies; and
- Assist you in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.



| WHY LCMS? | |
|--|---|
| HANDS-ON EXPERIENCE WITH USDA APPROVAL PROCESSES | <ul style="list-style-type: none"> • LCMS brings knowledge and experience as a Grant Administrator and Environmental Service Provider for over 150 Counties and Cities in Texas. • Members of our project team have personally developed Procedures and Approval Processes still used in Grantee programs today. • We have qualified projects and implemented audit-approved services for every community we have had the pleasure to serve. |
| COLLABORATIVE COMMUNICATION | <ul style="list-style-type: none"> • LCMS lives by a “no surprises” philosophy; we ensure prompt communication and risk-management advice on all issues that are important to our clients. • It is always our mission to be proactive in identifying solutions and keep the production pipeline and performance benchmarks in sight. |
| ACQUISITION EXPERTISE | <ul style="list-style-type: none"> • LCMS has assisted hundreds of Texas residents to qualify for buyout assistance reducing the risk of loss from future storms. • We stand ready to assist in following the rules and regulation related to the Uniform Relocation Act (e.g., 42 U.S.C. Chapter 61 and 49 C.F.R. Part 24). |
| HIGH QUALITY PERFORMANCE | <ul style="list-style-type: none"> • Integrity is the backbone of the LCMS commitment to deliver quality work over the long term. • Our goal from the outset is to complete a program in the most cost- efficient manner possible. |
| COMPLIANCE | <ul style="list-style-type: none"> • LCMS-administered projects have had zero findings and zero concerns when audited by USDA - FS staff. |
| PROVEN PROJECT MANAGEMENT | <ul style="list-style-type: none"> • LCMS has delivered on over \$1.5 Billion in project delivery oversight and program delivery in Texas, including assisting Bastrop County through the recovery process for wildfires and floods. • LCMS maintains communication with staff and local officials, Which is integral to project success. |

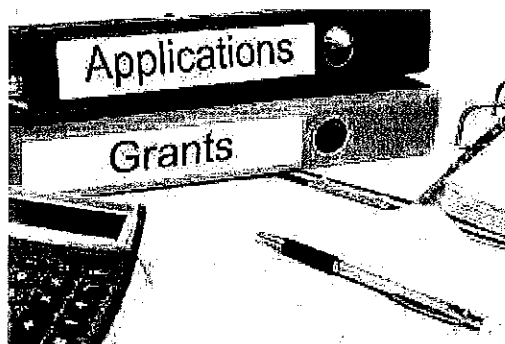
LCMS provides a proven, experienced team to perform the administrative duties as set forth in the USDA-FS Scope of Work including the functions and key tasks in the table below:

| Functions & Key Tasks | |
|--|---|
| Administrative Duties | |
| <ul style="list-style-type: none"> ✓ Program compliance ✓ Establishing and maintaining financial processes ✓ Establishing and maintaining a record- keeping system ✓ Resolution of monitoring and audit findings (if any) ✓ Serve as the monitoring liaison ✓ Assist with the resolution of any third- party claims | <ul style="list-style-type: none"> ✓ Report suspected fraud to USDA-FS submit timely responses to the County and/or USDA-FS for additional information when required ✓ Complete draw requests with supporting documents, ✓ Facilitate outreach efforts ✓ Application intake and eligibility review ✓ Perform any other administrative duties required to deliver the project USDA-FS's system of records and submit change requests as necessary |
| Acquisition Tasks | |
| <ul style="list-style-type: none"> ✓ Acquisition Activities ✓ Submit acquisition reports and related docs | <ul style="list-style-type: none"> ✓ Maintain acquisition files ✓ Uniform Relocation Act |
| Environmental Services | |
| <ul style="list-style-type: none"> ✓ Review each project for: Exempt, Categorical Exclusion not Subject to 58.5, Environmental Assessment, and Environmental Impact Statement ✓ Prepare and submit environmental forms to support findings ✓ Consult & coordinate with oversight/regulatory agencies ✓ Prepare all responses to comments ✓ Prepare and submit publication for all public notices, not limited to the FONSI ✓ Advise and complete environmental re- evaluations per CFR 58.47 when needed | <ul style="list-style-type: none"> ✓ Perform special studies, additional assessments, or permitting to secure environmental clearance ✓ Maintain close coordination with local officials, project engineers, and project teams ✓ Complete and submit Environmental Review for USDA-FS's system of record ✓ Complete site visit and field observation report ✓ Provide documentation of clearance Prepare and submit monthly status reports and participate in regularly scheduled meetings |

SECTION 3: CAPACITY TO PERFORM

GRANT ADMINISTRATION SERVICES

The LCMS Team offers broad and extensive experience and knowledge of Disaster Recovery and USDA-FS Program rules and requirements. We have assembled a highly qualified team of professionals with over 125 years of combined experience and knowledge in the administration and implementation of USDA funded projects. Our team members have proven track records of providing high-quality administrative services, effective project management, delivery, monitoring and oversight in compliance with USDA and other applicable Federal rules and regulations.



| Key Benefits to the County |
|---|
| Our team includes experienced employees from USDA, TDEM's Hazard Mitigation Section, and other state agencies and local governments. |
| Highly qualified team of professionals with over 125 years of combined experience covering all aspects of federal and state grant management |
| On-site staff certified in both the Local Government Project Procedures and the Environmental Process for Local Governments |
| Texas based team with and in-depth understanding of Federal and Texas statutes and regulations, including procurement requirements in 2 CFR 200 |
| Experience with water, sewer, streets, housing reconstruction, and resiliency planning |

APPLICATION PREPARATION

Pre-Funding

LCMS implements a data-driven approach to ensure identified grant opportunities match the individual needs of the County and its residents. We have proven procedures to guide you through the USDA-FS application requirements. Through our work with Texas communities we have assisted impacted cities and counties to navigate competitive applications for Wildfires, Hurricanes Ike and Dolly, 2015 Floods, 2016 Floods, Hurricane Harvey applications, and now USDA-FS.

Step 1: Assess current needs. We serve our communities with the full picture of local projects in mind. You know best which projects the County needs in order to strengthen the community for the future. And we know that a myriad of available grants can be pieced together to fund those projects. Through LCMS's extensive experience with disaster funding and other available annual grants, we will help guide you to a plan that puzzles together the funds that earn you the "most bang for the buck."

Step 2: Align project needs with USDA-FS requirements. LCMS will gather the necessary data and information to ensure eligibility and conformance with USDA-FS-CWDG's national objective. We will assist the County in the development of project scopes that meet USDA-FS's eligibility requirements that some or part of the community within the County's jurisdiction is at least 51% low-to-moderate income persons, all or part of the area covered has been impacted by a severe disaster, and high/very high wildfire hazard potential as well as sustainable.

Therefore, we will begin by evaluating whether the County has any identified Census Tract Block Groups with over 51% low-to-moderate income person communities and meets all the eligibility requirements for identified wildfire defense projects. (*\$0 match for low-income communities with waiver.*)

Eligible projects include:

- Hazardous Fuels Reduction, including trucks, trailers, woodchippers, mulchers, skid steers, mowers, chainsaws.
- Create Defensible Spaces and Fire Breaks
- Labor to Remove & Dispose Hazardous Fuels
- Wildfire Education & Outreach

Step 3: Prepare a grant application. Per USDA's Action Plan, each proposed project application must describe how the proposed projects will: (a) Advance long-term resilience; (b) align with other planned capital improvements; and (c) promote community-level and regional (e.g., multiple local jurisdictions) planning for current and future wildfire resiliency efforts and additional mitigation investments.

Our thorough knowledge of local, state and federal agency requirements, and application processes will help the County swiftly and proficiently complete the application. LCMS will work with the County to plan eligible projects and wildfire mitigation action items from the existing CWPP and/or current Hazard Mitigation Plan.

Step 4: Submit a compliant application. USDA-FS application requirements involve close attention and meticulous review. Once the application has been prepared, LCMS will conduct a thorough quality review of the application questionnaire and supporting documentation and collaborate closely with the County to resolve any final request for information.

Per USDA FS - CDWG’s application guide, each proposed project application must describe how the proposed projects will: (a) Benefit communities having high or very high wildfire hazard potential; (b) are low income and/or (c) have been impacted by a wildfire disaster in the past. LCMS will assist the County in the development of a project scope that meets the USDA-FS-CDWG eligibility requirements. LCMS will prepare all necessary application documents needed to qualify projects. Our thorough knowledge of local, state and federal agency requirements, and application processes will help the County swiftly and proficiently complete the application.

Program application.

- Develop thorough, detailed USDA-FS-CDWG applications that meet or exceed USDA-SF’s expectations.
- Review documentation in order to avoid potential duplication of benefits issues.
- Satisfy all USDA-FS Requests for Information (RFIs) as required.

PLAN DEVELOPMENT

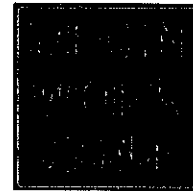
Post-Funding Services

Our approach to plan development is based on our significant relevant experience in designing, implementing, and supporting USDA-FS projects. Our experience allows us to incorporate up-front the invaluable lessons learned and best practices we’ve picked up over the years. LCMS works in a collaborative manner that ensure all voices are heard, perspectives included, and there are no surprises in the end. Our plan development follows the key steps outlined in following table:

| Set roles and responsibilities | Discuss and prioritize goals | Define deliverables and deadlines |
|--|---|--|
| The key to a successful plan is a common understanding of what roles are involved and who fills those roles. We like to set expectations up front to facilitate smooth implementation. | Approved projects will have a clear objective. By setting goals and priority activities, our teams can work in concert to accomplish set goals and align resources appropriately. | Adhere to all contractual timelines. We'll review USDA milestones and work with you to define the subtasks that support the timely delivery of those milestones. |

PROJECT MANAGEMENT

LCMS will administer through completion and monitoring, the projects developed and submitted to USDA-FS-2023-CWDG-SGSF during the Pre-Funding Services. We will follow all USDA-FS-2023-CWDG-SGSF Program requirements. Langford, being created and continued by service-driven individuals, many of whom worked as public servants for many years prior to coming to this job, take very seriously the fact that we are project managers. Grant administration requires watching over the regulations and following the rules, which we do for the communities, but to be a project manager, you must become part of the project itself, pushing the people and the project to fruition.



This requires the management of multiple initiatives and activities simultaneously with delivery systems that provide for transparency, program development, and financial control. We become very much a part of the fabric of the organization, attending meetings in person anywhere from weekly to monthly. We frequently are the organizing entity for meetings, conference calls, emails and letters to keep projects running timely and in compliance with contractual benchmarks.

Furthermore, LCMS is the Labor Standards Officer for all USDA-FS-2023-CWDG-SGSF projects we administer. LCMS participates in every Pre-project Conference held for every project with the following discussed at each:

- The Davis-Bacon Act (DBA), which specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project,
- The Copeland Act, which prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis,
- Contract Work Hours Safety Standards Act (CWHSSA), which sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours, and the
- Fair Labor Standards Act (FLSA), which sets the requirement for payment of minimum wages, maximum hours, overtime pay, child labor standards, and prohibits wage discrimination based on sex.

Project contracts, which we review, include the above and the requirements to follow the regulations regarding conflict of interest, Executive Order 11246, EEO, Clean Air and Water Acts, Goals for Minority Participation in the Industry and Fair Labor Standards Compliance. Section 3 is called out in all bid notices, bid packages and contracts. Section 3 requires the hiring of persons or companies that qualify as low-to-moderate income to the greatest extent feasible.

We have assisted numerous cities and counties in creating and passing Section 3 Policies. Title VI of the Civil Rights Act prohibits discrimination based on race, color and national origin.

FINANCIAL MANAGEMENT

LCMS has expert knowledge of financial management requirements including internal financial controls, procurement procedure, and cost reasonableness standards as required by 2 CFR 200. We offer sound guidance based on experience to guide you through day-to-day financial management activities of grant management, ensure the accuracy of the accounting records, and ensure adherence to timely financial reporting requirements. Accounting methods should, at a minimum, satisfy such requirements as may be prescribed by federal or state laws, regulations or guidelines.

ENVIRONMENTAL REVIEW USDA-FS COMPLIANCE

LCMS is a Grant Administrator (GA) and Environmental Services Provider (ESP). The LCMS team was one of the first approved GA and ESP service providers for the Texas CDBG-MIT program while under the Texas Department of Rural Affairs (TDRA) and has continued the relationship with the General Land Office (GLO) since the agency took over management of the program.



In accordance with 24 CFR part 58, LCMS will complete environmental reviews at the appropriate level for non-housing projects. Non-housing projects will likely fall under 24 CFR part 58.34 - Exempt Activities, 24 CFR part 58.35 (a) – Categorical Exclusions subject to 58.5, 24 CFR part 58.35 (b) – Categorical Exclusions not subject to 58.5, and 24 CFR part 58.36 – Environmental Assessments. Environmental Impact Statements (EIS) are an additional level of environmental review but are only appropriate for projects with extreme environmental impacts. They are costly and time intensive.

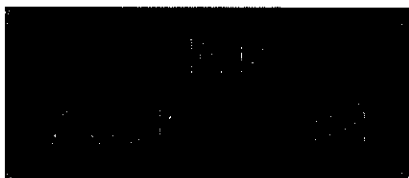
The LCMS team offers a complete perspective for environmental compliance. LCMS has completed over 1000 environmental reviews for grantees on the Hurricane Ike and Dolly disaster recovery program, Texas Department of Agriculture TxCDBG Program and Wildfire's I & II recovery. All sites will be evaluated for environmental compliance with all applicable laws, regulations, and Executive Orders. Reviews will be conducted in accordance with all laws, regulations, and Executive Orders.

PROJECT MANAGEMENT

LCMS will compile, collate and complete contract/bid packages; monitor, report and evaluate contractor's performance; and assist with project activity draws/close out. All necessary documentation as required by USDA-FS will be submitted through the agency's system of record. We will assist the County and with any Architectural and Engineering processes through the chosen system of record for approval. Contractor reassignment of scope alignment will be completed as necessary.

AUDIT/CONTRACT CLOSE-OUT ASSISTANCE

We always begin with the end in mind. From the beginning of the program we work with you to build your program records and files in an audit-ready fashion that streamlines closeout activity. We follow USDA-FS guidelines for final grant closeout. LCMS will administer through to completion and monitoring, the projects developed and submitted to USDA - FS during the Pre-Funding Services. LCMS will follow all program requirements.



SECTION 4: PROPOSED COST OF SERVICES

The USDA - FA Project Delivery fees are listed below

While some competitors may propose costs lower than the allowed amount to "score higher", LCMS is continuing to propose the allowable costs listed below based on the allocated amount to provide you with the best customer service and experienced staff in working on USDA-FS grants. Therefore, our proposed cost is up to 13% of the award amount.

We encourage you to reach out to our current or former clients for references on our work performance.

Project delivery (PD) fees are capped at 13% dependent upon the USDA-FS-2023-CWDG-SGSF award amount and the type of project(s). Project delivery fees are capped at maximum rates based on the fixed rate pricing limits as follows:

| Total CWDG-SGSF Award | Percentage Cap |
|------------------------------|-----------------------|
| \$249,999.99 or less | 13% |
| \$250,000.00 - \$749,999.99 | 11% |
| \$750,000.00 - \$999,999.99 | 10% |
| \$1 million - \$10 million | 8% |



REFERENCES AND REQUIREMENTS

1. **Bastrop County**
Clara Beckett - County Commissioner, Precinct 2
Contact Number: (512) 581-4002
clara.beckett@co.bastrop.tx.us
Grant Funding: GLO
Projects: Langford Community Management has assisted Bastrop County with several projects including the following: Wildfire (2012), Fire Station, Ingress and Egress, and currently a drainage project through CDBG-MIT.
Amount of secured funding: \$34 million

2. **City of Seguin**
Steve Parker – City
Manager Contact Number: (830)
379 – 3212
Grant Funding: GLO-CDBG MIT and EDA
Projects: Langford Community Management Services is currently working with the City on a city-wide drainage and street improvement project that is estimated to be approximately \$38 million. These projects will increase/install detention basins, replace low-water crossings with all-water crossings and bridges, and install an underground stormwater conveyance system and drainage network.
Amount of funding secured: \$38.6 Million

3. **Karnes County**
Wade J. Hedtke – County Judge
Contact Number: (830) 780-3732
Wade.hedtke@co.karnes.tx.us
Grant Funding: Texas Water Development Board & Community Development Block Grants
Projects: Langford Community Management Services has implemented projects designed to improve water infrastructure including water lines, drainage improvements along roadways, and a bridge in the City of Runge. The County is also working with LCMS with implementing a drainage study that is being funded by the Texas Water Development Board.
Amount of funding secured: \$3.5 Million

4. Gonzales County

Patrick C. Davis – County Judge

Contact Number: (830) 672-2327

CJadmin@co.gonzales.tx.us

Grant Funding: Community Development Block Grants

Projects: Langford Community Management Services has implemented several projects with Gonzales County including various communication towers and generators. The current GLO mitigation grant will install two towers, one master site with core server system and a wireless microwave link between sites.

Amount of funding secured: \$6.1 Million

5. City of Smithville

Robert Tamble – City Manager

Contact Number: (512) 237-3282

Citymanager@ci.smithville.tx.us

Grant Funding: Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services has implemented projects to improve street and drainage systems throughout the City of Smithville. The current GLO mitigation grant will also include street improvements, pavement repairs, upgrading/extend the City's existing storm sewer and two regional detention ponds. With their ARP funds, Langford is assisting the city in doing several projects to help mitigate the effects of the COVID-19 pandemic including assisting small businesses, several tourism projects, assistance to the local workforce training center and community clinic, and more.

Amount of secured funding: \$15 million

6. City of Ivanhoe

Skip Blackstone – City Mayor

Contact Number: (409) 283-3299

skip.blackstone@cityofivanhoe.texas.gov

Grant Funding: Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services is currently implementing projects to convert the Lake Ivanhoe Dam into a stormwater detention facility, clear and grade drainage channels, and reconstruct the emergency discharge structure and water control gates at Lake Tristan Emergency Spillway and Lake Camelot Water Control and Dam.

Amount of funding secured: \$22 Million

7. City of Hallettsville**Grace Ward – City Administrator****Contact Number: (361) 798-3681****cityadmin@cityofhallettsville.org****Grant Funding:** Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services has implemented and improved street and drainage projects throughout the City of Hallettsville. Through grant funding the City has also installed storm sewers, box culverts, sidewalks, and is in the process of upgrading their city water meters.

Amount of funding secured: \$12.5 Million**8. San Jacinto County****Caroline Weisinger – County Auditor****Contact Number: (936) 653-4461****caroline@san-jac.us****Grant Funding:** American Rescue Plan

Projects: Langford Community Management is currently working with the county to assist local water supply corporations in making various improvements to infrastructure, water supply towers, and obtaining generators.

Amount of funding secured: \$9.5 Million**9. Caldwell County****Judge Hoppy Haden****Contact Number: (512) 398-1809****Hoppy.haden@co.caldwell.tx.us****Grant funding:** GLO CDBG DR and MIT

Projects: Langford Community Management has assisted Caldwell County with several projects including their 2017 Infrastructure project and a 2020 GLO-MIT award for an Emergency Shelter.

Amount of secured funding: \$21 million



Email: judy@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com



JUDY LANGFORD

President & Owner

CDBG-MIT Areas of Expertise

Monitoring & Compliance

Creation and Maintaining
Systems of Record

Understanding of Action
Plan Amendments

Review of future staffing,
contracts, scoping, and
feasibility

Financial Management

Educational & Experience

Bachelor of Science,
The University of Texas

39 Years of Experience



Professional Skills

I have owned LCMS since 1983 and my firm brings full-spectrum grant writing and management services with over 39 years of Texas based grant administration as a firm, and more than a decade of combined experience from her team of grant specialists. We write, review, and administer competitive grants on behalf of rural cities and counties throughout the State of Texas, and have assisted numerous communities complete grant applications, secure approved funding, administer timely project service, monitor, and successfully close projects in full compliance with State and Federal requirements, which results in few monitoring and concerns. My experience and responsibilities include, but are not limited to; oversight of financial management, monitoring of construction and engineering activities, environmental clearance of projects to include the submission and maintenance of the environmental review record for projects as needed, conducting public hearings for grant programs at city council and commissioner's court meetings as needed and ensuring the communities we represent comply with applicable State and Federal rules and regulations from application through administration, attendance of trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program, and maintaining and building solid working relationships with pertinent governmental agencies that manage the grant programs of our clients. Our overall approach identifies and addresses problems long before the funding agency audits the project. We specialize in disaster recovery grants that meet the needs of recovering community, and by working closely with local governments, engineers, and other parties, we ensure that projects conform to project performance statements and schedules and have developed an extensive knowledge of the disaster recovery programs available and how they may complement each other to best serve the communities and extend available dollars. Our firm collaborates with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors,
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency,
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Respond to clients in a timely manner,
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies; and
- Assist you in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.



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JILL PHINNEY

Disaster Recovery / ARPA Program Manager

CDBG-DR / ARP Areas of Expertise

Monitoring & Compliance

Creation and Maintaining Systems of Record

Understanding of Action Plan Amendments

Review of future staffing, contracts, scoping, and feasibility

Financial Management

Professional Skills

DISASTER RECOVERY/ARP PROGRAM MANAGER, LANGFORD COMMUNITY MANAGEMENT SERVICES JUNE 2019 - PRESENT

Provides critical leadership and managerial expertise in delivering multiple operation and programs. Her expertise centers on ARPA, CDBG-DR, CDBG-MIT, FEMA, HUD, NHTSA, and other state and federal programs. Manages the ARPA team and provides guidance and support required for successful project implementation. Experienced in disaster recovery, federal procurement, and grant management with the ability to work on current large-scale disaster recovery efforts. Provides internal quality oversight and day-to-day operations management.

GRANT MANAGER, STATE OF TEXAS GENERAL LAND OFFICE (GLO), COMMUNITY DEVELOPMENT AND REVITALIZATION INFRASTRUCTURE I JANUARY 2017-JUNE 2019

Coordinated, reviewed, evaluated and processed grants at various stages to determine appropriateness of grant expenditures and compliance with requirements and standards. Developed Standard Operating Procedures (SOP's) for CDBG-DR infrastructure program. Represented the GLO within Hurricane Harvey impacted communities by providing outreach to assist in implementing short term housing needs for Texans. Collected, organized, analyzed and prepared materials for executive reports, required federal reports, legislative inquiries and public information requests. Served as a liaison and representative for the grant program with the constituents and other entities within assigned communities. Monitored, reviewed, and evaluated compliance with grant program policies and procedures, statutes, and rules with support of disaster recovery teams.

FINANCE AND GRANT CONTRACTOR I CITY OF MINNEAPOLIS, OFFICE OF EMERGENCY MANAGEMENT (OEM) I DECEMBER 2014 - DECEMBER 31, 2016

Coordinated emergency management activities within the finance function of OEM's executive vision and strategy for sustained and significant change to disaster planning operations. Lead, directed, coordinated, evaluated and improved finance and administration functions (including budget development support and grant management and administration). Provided guidance and technical assistance to departments for the development of department level continuity of operations plans and assures compliance with enterprise guidance. Reviewed budgets and monitored expenditures, proposed budget modifications, managed dollars within guidelines of grants received, and ensured fiscal responsibility. Interpreted and applied federal and state laws, policies, rules, and requirements including Uniform Grant Guidance (UGG), Uniform Grants Management Standards (UGMS), Office of Management and Budget (OMB) circulars and Code of Federal Regulations (CFR). Developed and implemented annual plan for Finance section supporting OEM's strategic plan and annual deliverables including assessment of resources needed for plan implementation.

HOMELAND SECURITY AND EMERGENCY MANAGEMENT BUDGET AND GRANT MANAGER I STATE OF MINNESOTA, DEPARTMENT OF PUBLIC SAFETY I JUNE 2007-DECEMBER 2014

Worked for the State Administrative Agency (SAA) on FEMA grant programs including the Non- Profit Security Grant Program (NSGP), Urban Area Securities Initiatives (UASI), State Homeland Security Program (SHSP), and Emergency Management Performance Grants (EMPG). Served as the point of contact between the affected federal, state, local and tribal agencies to ensure program requirements are understood and implemented, that federal grant projects receive approval and available funding is secured, and that local grants are initiated in a timely manner. Established, developed, oversaw and implemented procedures for grant activities and program development, including the creation of sub recipient criteria and scope of work development.

Educational & Experience

Bachelor of Science, Business
St. Cloud State University, Minnesota

Completed the National Development Council ED101 and ED201, 2006

FEMA Fundamentals of Grant Management, 2011

Minnesota Certified Emergency Manager



Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Respond to clients in a timely manner
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies
- Assist in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project



Email: tyler@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills

WORK EXPERIENCE:

September 2022-Present Projects Manager- Langford Community Management Services

Implements the vision of senior management to empower communities to discover and build their best possible future, by managing projects to create or improve processes, adopt powerful technologies, and streamline the process of finding, securing, and managing grants.

January 2017-September 2022 Planning Project Manager - Texas General Land Office

Manage over \$250 million worth of HUD CDBG-DR and CDBG-MIT planning dollars to empower decision-makers with the information they want to build the best future for their communities. Spearheaded interagency coordination with FEMA, USACE, NWS, USGS, TDEM, TWDB, Academia, and the Private Sector to combine resources and work towards building a more disaster-resilient Texas. Designed, procured, and managed over \$1.00 million dollars of regional flood studies.

January 2013-January 2017 Special Projects, PM - Texas General Land Office

Supervised the administration of \$1.2 billion worth of CDBG-DR to 170 Texas communities. Facilitated the planning and delivery of over 500 construction projects. Managed the "problem projects" portfolio to ensure delivery of complicated or delayed projects. Regularly met with City Mayors and County Judges to resolve complications that arise during implementation. Managed a project team to develop an enterprise content management system to control \$3.1 billion worth of grant funds. Analyzed work procedures and created improved processes.

March 2006-December 2016 Infantry Officer, Platoon Leader, XO, Asst. S-3, S-4, US Army

Led security platoon comprised of 42 airborne infantry soldiers in support of Operation Enduring Freedom Afghanistan. Commanded over 150 high profile combat missions in a dynamic and treacherous environment. Coordinated efforts between multiple government agencies including DoS, CIA, USAID, ASACE, DiA, DoA and others. Provided assistance and support to local communities in developing agriculture, infrastructure, schools, medical facilities and other public projects. Managed strategic planning and logistics for a highly operational airborne battalion.

HONORS & AWARDS

- Bronze Star, Ranger Tab, Afghanistan Campaign Medal, 3x Army Achievement Medals, Armed Forces Reserve Medal with M Device, NATO Medal, National Defense Service Ribbon, and Global War on Terrorism Service Medal
- Graduated as the Distinguished Honor Graduate in basic training class of 185 soldiers
- Awarded promotions or performance bonuses for exceptional work performance at the Texas General Land Office every year since starting in 2013.

TYLER PAYNE Projects Manager

Areas of Expertise

- Certified project manager with over a decade of experience managing grants
- Leverages data analytics and geospatial technology to empower local decision-makers
- Creative and strategic problem solver
- Dedicated advocate for Texas communities

Education

Masters of Public Service and Administration - Texas A&M University- 2010

B.A. Political Science, Texas A&M University- 2010

Army Ranger School- 2011





Email: Jerri@lcmsinc.com

Phone: 512-452-0432

Website: www.lcmsinc.com



JERRI CONRADO

Community Engagement Manager

CDGB-MIT- GLO RCP Areas of Expertise

Proposals and Grant
Application Submissions

Monitoring and Compliance

Creation and Maintaining
Systems of Record

Economic Development -
Branding and Marketing

Community Engagement

Public Communications

Financial Management

Educational & Experience

Bachelor of Science, Business
Administration

Public Communications and Global
Marketing Certification

Entrepreneurial - Business Development

Community Branding and Communications



Professional Skills

Accomplished professional with over 21 years of demonstrated experience in community engagement, public communications, sales and marketing. Known for implementing quantifiable marketing strategies and creating innovative publicity/county campaigns across diverse industries. Expert data management and analytical skills when managing large, complex projects.

LANGFORD COMMUNITY MANAGEMENT, Liberty Hill, Texas - 10/2022 - Present - Community Engagement Manager - Responsible for administering the Texas General Land Office (GLO) - (RCP) Resilient Communities Program. Write, review, submit and administer competitive grants on behalf of CDGB-MIT identified disaster prone rural cities and counties throughout the State of Texas. Build and maintain solid working relationships with pertinent governmental agencies and vendors. Oversees community engagement events internally and externally, including community briefings, presentations to community, key stakeholders and act as liaison with community leaders.

THE CONRADO GROUP, INC., Business Marketing and Consulting Austin, Texas - 1/1999 - 4/2018 -- Sevierville, Tennessee - 4/2018 - 4/2022 President of sales and marketing consulting firm specializing in community engagement, branding, and public communications -- Responsible for new business development and daily operations of a full service creative marketing and consulting firm. Delivered consultations to community clients, economic development alliances and business owners. Provided consultative selling and customer support to improve market position, build brand loyalty and increase revenue.

Specialties: Community advertising, branding, marketing, public relations and communications, economic development, tourism and hospitality.

Core Skills and Responsibilities

- Responsible for supervising community relations activities for the GLO- Resilient Communities Program (RCP) Initiatives.
- Provide leadership and support to the (RCP) engagement team.
- Prepare and present request for proposals to communities for the Resilient Communities Program through the General Land Office.
- Oversee community engagement events internally and externally, including community briefings, presentations to community organizations and acting liaison with community "key stakeholders".
- Develops and maintains effective relationships with General Land Office - Resilient Communities Program and other pertinent governmental agencies.



PATTY SWORDS

Hazard Mitigation Grant Manager
and Project Coordinator

HMGP- Areas of Expertise

Project Management

Operational Efficiency

Planning/Organizing

Timeline Management

Sales/Customer Service

Marketing Support

Client Satisfaction/Retention

Educational & Experience

Bachelor of Science from the School of
Communications - University of Texas/Austin

Leadership Institute for Nonprofit Executives

Certified Fund-Raising Executive (CFRE)

Certified Grant Writer

Project Management Academy Training



Email: Patty@lcmisinc.com

Phone: 512-452-0432

Website: www.lcmisinc.com

Professional Skills

I thrive in an environment where communication, commitment, and technical skills can help secure funding for critical infrastructure and disaster mitigation for communities across Texas. Being part of a smart, energetic team is important because I enjoy the camaraderie of shared learning and problem solving in the workplace. During my career as a grant professional, I have a track record of achieving great outcomes and continue to seek new knowledge and broader understanding.

LANGFORD COMMUNITY MANAGEMENT, *Liberty Hill, Texas - January 2023 - Present* GRANT MANAGER/PROGRAM COORDINATOR FOR FEDERAL AND STATE GRANTS

- Write, review, and administer competitive grants on behalf of rural cities and counties throughout the State of Texas.
- Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: FEMA Hazard Mitigation Assistance (HMA); Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Fire Mitigation Assistance (FM), and Building Resilient Infrastructure and Communities Grant (BRIC)
- Oversee financial management, monitor construction, and engineering activities for grantees.
- Conduct public hearings for grant programs at city council and commissioner's court meetings as needed.
- Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration.
- Continuous training, seminars, and workshops to keep current on applicable rules and regulations within each grant program.
- Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs.
- Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

CITY OF ANGLETON - *January 2021 - December 2022* GRANT COORDINATOR /SPECIAL PROJECTS

- Federal and state grant management, including research, writing, and reporting. Responsible for grant compliance with the General Land Office (GLO), Housing and Urban Development (HUD), Department of Treasury, Texas Parks and Wildlife, Office of the Governor (OOG), FEMA, TxDOT, Texas Department of Emergency Management, and the Houston-Galveston Area Council.
- Planned and executed the inaugural Angleton University program. This included ten weekly sessions with 23 students. The sessions covered City Government Basics, City Planning and Development, Parks and Recreation, Economic Development, Emergency Management, Communications and Marketing, Police Department, Fire Department, Mock City Council, Capstone presentations, and a graduation event at City Council. Instructors were department leaders and the city manager.
- Solar streetlights for Angleton's unlighted streets were a special project assigned by the city manager. Identified vendor and solar product for installation. Communicated with residents and Angleton City Council regarding the solar streetlight initiative and coordinated implementation with the City/county's Public Works Department.

December 2005 - September 2018 - - Extensive professional experience in grant writing/administration, non-profit leadership, financial management, fund-raising, and public communication.

GRANT WRITER - FEATURE WRITER - PUBLIC RELATIONS - EXECUTIVE DIRECTOR, (BACH) - EXECUTIVE DIRECTOR, BRAZOSPORT HEALTH FOUNDATION, DIRECTOR OF INSTITUTIONAL GIVING, BIG THOUGHT

Core Skills and Responsibilities

- Maintain regular contact with the project engineer, the local contact person, and construction contractors.
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency.
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors.
- Respond to clients in a timely manner.
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion.
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies.
- Assist in working with State and Federal agencies to resolve any issues that may arise with grant applications or funded project.



Email: Phil@hampstenconsulting.com Phone:(512).577.6134 Website: www.LCMSinc.com

Professional Skills

WORK EXPERIENCE:

Hampsten Consulting, LLC 02/2016 – present

- Provides grant management, hazard mitigation, project management activities for communities and organizations involved in disaster recovery and hazard mitigation. Also, provides project oversight for organizations in various industries and government sectors.
- Performed/performing program management and administration activities for FEMA Flood Mitigation Grant and Hazard Mitigation Grant programs in Guadalupe County, Nassau Bay, Fort Bend County, Bevil Oaks, Jersey Village, Pearland, and Taylor Lake Village. These programs are responsible for the elevation of more than 250 homes out of the 500-year floodplain and over \$60M in grant funds.
- In a partnership with Wendorf, Beward, & Partners was awarded all post Hurricane Harvey FEMA and HUD's CDBG-DR housing and infrastructure application and grant/program management activities for Orange County Texas. Completed and submitted over \$80M in FEMA and HUD applications for infrastructure and housing programs.
- Funding source expert and grant specialist for \$25 million drainage study covering five watersheds in Southeast Texas. Grant is administered by the GLO and TWDB.

State of Texas 01/2009 – 08/2016

Sr. Project Manager – Enterprise & Customer Support Services; Health and Human Services Commission

- Took over rogue project, running years behind schedule, and successfully led the deployment of a major software upgrade to more than 45,000 desktops, laptops, and handheld devices across five state agencies and more than 1,400 locations across Texas.
- Major duties included planning, supporting, developing, and implementing major projects and initiatives and acting as a liaison with other HHS agencies and internal programs to gather requirements, and assist with the delivery of IT technology services.

Project Manager – Coastal Resiliency & Recovery; Texas General Land Office

- Program/Portfolio Manager overseeing \$10,000,000 in coastal planning studies including an award-winning Storm Surge Suppression study for the Gulf Coast Community Protection and Recovery District and a three county-wide drainage study for the LRGV
- Program Oversight Manager for \$1.2 billion CDBG disaster recovery infrastructure program.
- Provided outreach to elected officials, counties, and communities and assistance in maintaining compliance with local, state, and federal regulations.
- Leader in the development of the division's PMO and IT Maintenance Review Team
- Speaker and moderator at the 2015 National Hurricane Conference; "State of Texas Hurricane Response and Planning"

Compliance History Specialist – Texas Commission on Environmental Quality

- Applied the compliance history rule (30 TAC § 60) to more than 200,000 regulated entities, and handled appeals to compliance history ratings.
- Primary lead on the rulemaking team from HB2694 (Sunset Bill) and member of the 30 TAC § 70 rulemaking team.
- Voting member of two Change Control Boards and selected as the representative of the Office of Compliance and Enforcement in the development of the division's Information Strategy Plan.
- Administered Supplemental Environmental Projects on enforcement actions against respondents.

IRM Architects and Construction Managers 10/2006 – 09/2008

- Manager of Construction Management Division overseeing all bidding and construction activities, including day-to-day liaison with clients, lenders, engineers, inspectors, trade contractors, and city and state officials.
- Maintained all financial records, bookkeeping, and materials handling for more than \$2.5 million in annual activities.

Volunteer Work

| | |
|--|-----------|
| Youth Sports Coach (T&C, i9, and YMCA) | 2016-2022 |
| Site Based Planning Committee; Forest North Elementary | 2016-2021 |
| Church Council Chairman | |
| Covenant United Methodist Church (CUMC) | 2014-2018 |
| Executive Committee Chairman of Covenant CUMC | 2014-2018 |
| Staff-Parish Relations Committee Chairman of CUMC | 2013 |
| Watch D.O.G.S. | |
| Forest North Elementary RRISD | 2013-2016 |
| Director of BMF Cooks, Inc. 501(c)3 | 2007-2011 |



Phil Hampsten, PMP
Hampsten Consulting

Areas of Expertise

- Certified Project Management Specialist (PMP)
- Disaster recovery, grant management, hazard mitigation, project management activities
- Creative and strategic problem solver
- Dedicated advocate for Texas communities

Education

Texas State University; BA in Public Relations. GPA 3.85

Blue Key National Honor Society
– Lamar University

Project Management Professional (PMP) by the Project Management Institute





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KAY LYNN WOLFE

Finance Director

Finance Areas of Expertise

Monitoring & Compliance

Creation and Maintaining
Systems of Record

Financial Management

Professional Skills

Langford Community Management Services, Austin, Texas
Finance Director, August 2020-present

Assist owner with business structure, organization, and business plan. Responsible for optimization of financial performance including reporting, liquidity, budgeting, payroll, processing transactions.

Honeywell, Arlington, TX
Senior Finance Manager, November 2018 – May 2020

Transitioned finance to corporate upon sell of company to Honeywell while continuing operations of the business. Also, on Acquisition team for IT, Finance and Oracle conversation.

Transnorm System Inc, Arlington, TX
Chief Financial Officer, May 2008 - Nov 2018
President and CEO, Nov 1998 - May 2008
Controller and Vice President, June 1990 to Nov 1998

Responsible for North American operations and finance of global manufacturing company under multiple ownership types. During my 30-year tenure developed process and procedures, obtain ISO 9001 certification, developed strategies, budgets, financial reporting, y-o-y business growth, increased company value and profitability for each owner.

Educational & Experience

Bachelor of Business
Administration – Accounting
Texas Tech University

Certified Public Accountant



Core Task Include

- Assist with strategic Management of business operations
- Execute and manage the financial strategy
- Prepare financial documents such as business reports, financial statements and budgets
- Assist with organization development and policies
- Responsible for payroll and employee benefits
- Responsible for financial transactions and functions



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**KELLEY
BAUER**

Labor Standards Specialist

Labor Areas of Expertise

- Davis-Bacon Act
- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Accuracy
- Payroll Monitoring

Educational & Experience

- TDA - Certified to Administer TxCDBG contracts, 2021
- TDA - Certified to Administer TxCDBG contracts, 2019



Professional Skills

Labor Standards Specialist, Langford Community Management Services
Austin, Texas, | 2018 - Present

- Provide proper Davis-Bacon wage decision rates for bid process and incorporation into construction contracts
- Apply Davis-Bacon requirements properly
- Review weekly payrolls for the duration of a project, and investigate/resolve potential violations
- Provide Labor Standards support to our clients
- Monitor Labor Standards compliance by conducting onsite interviews with construction workers, review payroll reports, and confirm that the Davis-Bacon wage decision and DOL's "Notice to All Employees" are posted at the job site
- Oversee any enforcement actions that may be required

Production Floor Lead, Stealth Products
Burnet, Texas | 2009- 2018

- Inventory of hardware – In charge of inventory control and prioritizing hardware shortages for the machine shop to schedule production
- Quality Control – Ensure all outgoing hardware packages and wheelchair assemblies were completed according to the build of materials
- Oversee production orders according to specs
- Design assembly specs for hardware builds

Core Task Include

- Maintain regular contact with construction contractors
- Demonstrate a full understanding of the priorities, goals, and objectives of the Labor Standards department. Utilizing this understanding to make independent decisions and as part of the group decision making process, coordinating with project administrator to ensure Labor Standards compliance
- Respond to clients in a timely manner
- Demonstrate an ability to identify and minimize risks and liabilities associated with pertinent federal, state, and local labor standards compliance. Resolves issues and refers more complex issues to supervisory staff
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion



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**MELISA
DURHAM**

Environmental Specialist

ERR Areas of Expertise

Environmental Specialist, Langford Community Management Services

Austin, Texas | August 2013 to present

Prepare Environmental Review Records (ERR) to ensure compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws. ERRs are compiled for projects administered by Langford, i.e., Texas Department of Agriculture Office of Rural Affairs Community Development Block Grant, Texas General Land Office, Texas Water Development Board, Texas Department of Transportation, Texas Department of Housing and Community Affairs, Texas Parks and Wildlife Department, Federal Emergency Management Agency, and others. The ERR includes research and determination as to whether the human environment would be negatively impacted by the project activities and outcome; publishing of Public Notices; coordination with other agencies, i.e., Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, USDA Natural Resources Conservation Service, and tribes of interest in the project county as identified on the HUD Tribal Assessment Tool; coordination with project engineers, Langford Project Coordinator and Responsible Entity staff to ensure complete and correct information is included in the ERR.

Assist with writing of competitive grants on behalf of rural cities and counties throughout the State of Texas, and correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; as well as private entities such as HNTB. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Office Manager, Frontera Administrative Services, Inc.,

Austin, Texas | June 2009 to June 2013

Co-managed grant projects funded through the Texas Department of Transportation Border Colonia Access Paving (BCAP), Texas Department of Agriculture Community Development (CDBG), and Texas Water Development Board Economically Distressed Areas Program (EDAP). Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant.

Educational & Experience

WORKSHOPS and TRAININGS

HUD-sponsored Trainings

Texas General Land Office-sponsored Trainings

The Office of Rural Affairs Implementation Trainings

The Office of Rural Affairs TxCDBG Administrator Certification Trainings

Texas Municipal League Annual Conferences

TDHCA Eligibility Training for Affordable Housing Programs

TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects



ADDENDA & REQUIRED DOCUMENTATION

**RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 23-059/JW
RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PROJECT MANAGEMENT FOR USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT (CWDG) PROJECTS (U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)
RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023
ADDENDUM NO.: 1
ISSUED (DATE): 9/13/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission. If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum (ATTACHMENTS):

- SECTION 5 REVISIONS (REVISIONS IN RED PRINT).
- REVISED RESPONDENT'S CERTIFICATION FORM. (REVISIONS IN RED PRINT)

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness signature

Witness

Jeri Comado
Witness

Authorized Signature (Respondent)

Owner/President
Title of Person Signing Above

Judy Langford

Typed Name of Business or Individual

9017 W. Hwy. 29, Suite 206, Liberty Hill, TX 78642

Address

Approved by Date:

ADDENDUM NO. 1 (REVISED) SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 SELECTION REVIEW COMMITTEE / EVALUATION RESULTS

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the responses received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

~~(OMIT) Evaluation Criteria Weight:~~

- ~~■ Cost 10% (10 points)~~
- ~~■ Understanding of the project and/or services required 25% (25 points)~~
- ~~■ Years in business/experience/history working with government 30% (30 points)~~
- ~~■ Methodology/functionality / service or project plan 15% (15 points)~~
- ~~■ Management plan/administration 15% (15 points)~~
- ~~■ Preference for minority and women owned businesses/labor surplus area firms 5% (5 points)~~

~~TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)~~

5.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

5.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the response.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information.

No inquiries will be accepted after 12:00 PM CT (NOON), FRIDAY, SEPTEMBER 15, 2023. Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

5.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all responses for failure to meet the requirements herein, to waive any technicalities, and to select the response which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the response presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on responses received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

5.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

1. **Specific area of focus / special requirements**
2. **Cost**
3. **Availability of the Contractor**
4. **Prior performance of the Contractor**

ADDENDUM NO. 1 – (REVISED) RESPONDENT’S CERTIFICATION

I have carefully examined the Request for Statements of Qualifications Specifications, and any other documents accompanying or made a part of this Request for Statements of Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications. I agree that my response will remain firm for a period of up to 90 DAYS in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this RFQ Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFQ Response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said RFQ Response: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Langford Community Management, Inc.
NAME OF BUSINESS

BY: 
SIGNATURE

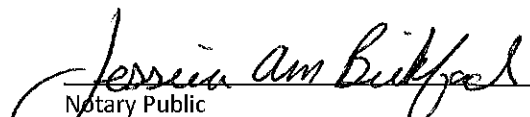
Judy Langford, Owner/President
NAME & TITLE, TYPED OR PRINTED

9017 W. State Hwy 29
MAILING ADDRESS

Liberty Hill, TX 78642
CITY, STATE, ZIP CODE

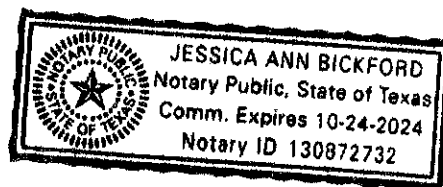
512- 452-0432
TELEPHONE NUMBER

Sworn to and subscribed before me
this 14th day of
September, 2023


Notary Public

State of Texas

My Commission Expires: 10-24-2024



REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

JEFFERSON COUNTY, TEXAS RFP — (RFQ 23-059/JW) Professional Grant Administration and Project Management for USDA Forest Service Community Wildfire Defense Grant (CWDG) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

ITEM 1. Letter of Transmittal

The letter of transmittal must contain the following statements and information, and is not intended to be a summary of the proposal:

1. Company name, address, and telephone number(s) of the firm submitting the proposal.
Langford Community Management Services, Inc.
9107 W. State Hwy. 29, Suite 206
Liberty Hill, TX 78642
512-452-0432
2. Name, title, address, email address and telephone number of the contact person or persons, authorized to represent the firm and to whom to direct correspondence.
Judy Langford, Owner/President
Tyler Payne, Project Manager
3. Taxpayer identification numbers of the firm.
74-2804-904
4. Brief statement of understanding of the services to be performed and a positive commitment to provide the specified services.

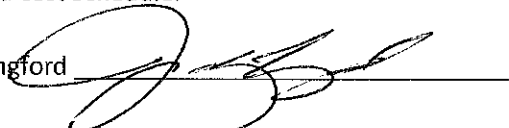
We fully understand the proposed scope of work covered by the County's RFP and will review the current Hazard Mitigation Plan to identify potential projects that are eligible for funding. The Community Wildfire Defense Grant (CWDG) serves as funding (up to \$10m) for a project(s), and implementation that provides resilient landscapes, fire-adapted communities, and safe, effective, risk-based wildfire response decisions. \$0 cost to the County with a waiver considering an under-served, low-income community is located within your jurisdiction.

Eligible projects include:

- Hazardous fuel reduction, including trucks, trailers, woodchippers, mulchers, skid steers, mowers, and chainsaws.
- Create Defensible Spaces and Fire Breaks
- Labor to Remove & Dispose Hazardous Fuels
- Wildfire Education & Outreach

5. Signature of a corporate officer or other individual legally authorized to bind the applicant to both its proposal and cost schedule.

Judy Langford



6. Statement which indicates "proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with County."

Langford Community Management Services, Inc. agrees that this proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the County.

ITEM 2. General Vendor Information

RFQ Response shall also include the following Vendor Information:

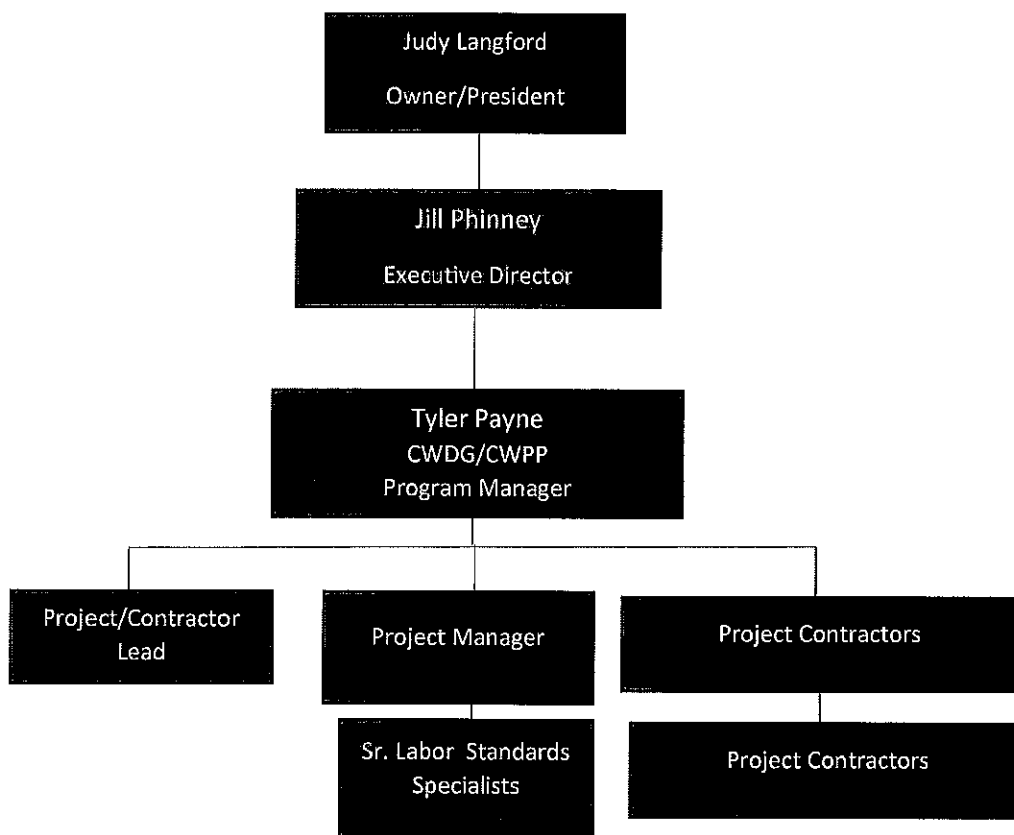
1. Name of the firm and home location for Contractor desiring to contract with the County.
Langford Community Management Services, Inc.
2. Firm's local address
9107 W. State Hwy. 29, Suite 206
Liberty Hill, TX 78642
3. Firm's corporate or main office address
9107 W. State Hwy. 29, Suite 206
Liberty Hill, TX 78642
4. Number of years the firm has been in business. 40 years
5. Total Number of Clients. 150+ Texas communities
6. Total Number of Full-Time Personnel. 28
7. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County. See the resumes attached in the proposal
8. Firm's organization chart. (Attached)
9. Names, titles, addresses, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named to address questions generated during the evaluation process.

Judy Langford – Owner/President
10. A description of representative work accomplished for all jobs within the past five (5) years.
Included in Proposal
11. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities. *Examples and references included in the proposal*
12. Describe reasons why the firm would be uniquely qualified to provide Grant Planning, Grant Application, Grant Administration, and Grant Management Services to Jefferson County.

LCMS fully understands the proposed scope of work covered by the County's RFP and will review the current Hazard Mitigation Plan to identify potential projects that are eligible for funding.

LCMS served as lead in Bastrop County with the Wildfire Disaster Recovery Grant following the 2012 wildfire and has the hands-on experience, knowledge, leadership, capacity, and support systems in place to assist you with your grant administration and project management needs.

13. Describe any unique services offered by your firm. Our goal is to help you identify and manage projects that fit the County's specific needs and objectives. Future funding opportunities can be identified to implement projects and mitigate future risks in the future as well.
14. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on PAGE 38 of this RFQ specifications package. *Multiple references are also included in the proposal.*



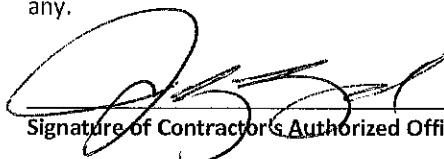
BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Langford Community Management Services, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Judy Langford, Owner/President
Name and Title of Contractor's Authorized Official

9/14/2023
Date

| |
|---|
| <p>REQUIRED FORM Respondent: Please complete this form and include with RFQ response submission.</p> |
|---|

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://www.acquisition.gov/far/52.209-6?searchTerms=52.209-6>

Langford Community Management Services, Inc.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Judy Langford, Owner/President

Name and Title of Contractor's Authorized Official

9/14/2023

Date

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.


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



Signature of Contractor's Authorized Official

Judy Langford, Owner/President

Name and Title of Contractor's Authorized Official



Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY POLICY).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | |
|--|--|-----------------------------------|------------------------|--|-------|---|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752 | CONTACT NAME: Jesus Sanchez PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183 E-MAIL ADDRESS: jsanchez@centralins.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED Langford Community Management Services, Inc. 9017 W. Hwy 29, Suite 206 Liberty Hill TX 78642 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A: Hartford Lloyds</td> <td style="text-align: right;">NAIC # 38253</td> </tr> <tr> <td>INSURER B: Sentinel Ins Co, LTD</td> <td style="text-align: right;">11000</td> </tr> <tr> <td>INSURER C: Travelers Casualty & Surety Co of America</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER A: Hartford Lloyds | NAIC # 38253 | INSURER B: Sentinel Ins Co, LTD | 11000 | INSURER C: Travelers Casualty & Surety Co of America | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER A: Hartford Lloyds | NAIC # 38253 | | | | | | | | | | | | |
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| INSURER C: Travelers Casualty & Surety Co of America | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 2023/24 GL w/HNO WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JEC1 <input type="checkbox"/> LOC OTHER: | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 EPLI \$ 5,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 66WBCAT2987 | 01/09/2023 | 01/09/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Professional Liability | | | 106882718 | 09/18/2022 | 09/18/2023 | Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Deductible \$5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER INSURED'S COPY FOR INFORMATIONAL PURPOSES ONLY | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



| | |
|----------------------------|---------------|
| Certificate/VID Number: | 1742804904700 |
| File/Vendor Number: | 059528 |
| Approval Date: | 08-DEC-2020 |
| Scheduled Expiration Date: | 08-DEC-2024 |


The Texas Comptroller of Public Accounts (CPA), hereby certifies that
LANGFORD COMMUNITY MANAGEMENT


has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 11-DEC-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
 Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

RESPONDENT: INSERT SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

 An official website of the United States government
[Here's how you know](#) ▾

 **You have 2 new alerts**
Show / Hide Alerts



Search

All Words

e.g. 1606N020Q02



Search Results

Saved Searches

Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By



Keyword Search

For more information on how to use our keyword search, visit our help guide [🔗](#)

Simple Search

Search Editor

Any Words [i](#)

- All Words ⁱ
- Exact Phrase ⁱ

e.g. 123456789, Smith Corp

Classification ▼

Excluded Individual ▲

First Name

Middle Name

Last Name

SSN / TIN

Add Individual

Judy Langford ✕

Reid Howell ✕

Excluded Entity ▲

Entity Name

▼

LANGFORD COMMUNITY MANAGEMENT SERVICES INC ✕
Unique Entity ID: E9ZTZ6ZKMK51

Unique Entity ID

e.g. HTYR9YJHK65L ▼

CAGE / NCAGE

Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



Reset 



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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Feedback

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[+ Policies](#)

[+ Customer Service](#)



LANGFORD COMMUNITY MANAGEMENT SERVICES INC

| | | |
|---|--|--|
| Unique Entity ID E9ZTZ6ZKMK51 | CAGE / NCAGE SU3R0 | Purpose of Registration Federal Assistance Awards Only |
| Registration Status Active Registration | Expiration Date Nov 2, 2023 | |
| Physical Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | Mailing Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | |

Registration Information

| | | |
|---|--|-----------------------------------|
| Doing Business as (blank) | Division Name (blank) | Division Number (blank) |
| Congressional District Texas 31 | State / Country of Incorporation Texas / United States | URL (blank) |

Registration Dates

| | | |
|---------------------------------------|---------------------------------------|--|
| Activation Date Nov 4, 2022 | Submission Date Nov 2, 2022 | Initial Registration Date Dec 21, 2009 |
|---------------------------------------|---------------------------------------|--|

Entity Dates

| | |
|---|---|
| Entity Start Date Jan 1, 1997 | Fiscal Year End Close Date Dec 31 |
|---|---|

Immediate Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

♀
JUDY LANGFORD, Owner
 judy@LCMSINC.com
 5124520432

Electronic Business

♀
JUDY LANGFORD, Owner
 judy@LCMSINC.com
 5124520432

9017 W. State HWY 29
Suite #206
Liberty Hill, Texas 78642
United States

Judy Langford
 judy@lcmsinc.com
 5127042040

2901 County Road 175
 Leander, Texas 78641
 United States

Government Business

♀
Judy Langford, Owner
 judy@LCMSINC.com
 5124520432

9017 W. State HWY
Suite #206
Liberty Hill, Texas 78642
United States

JUDY LANGFORD
 judy@LCMSINC.com
 5124520432

2901 County Road 175
 Leander, Texas 78641
 United States

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title |
|---------|-------------|-------------|
|---------|-------------|-------------|

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
 (blank)

Worldwide

| | |
|--|--|
| Annual Receipts (in accordance with 13 CFR 121) (blank) | Number of Employees (in accordance with 13 CFR 121) (blank) |
|--|--|

Location

| | |
|--|--|
| Annual Receipts (in accordance with 13 CFR 121) (blank) | Number of Employees (in accordance with 13 CFR 121) (blank) |
|--|--|

Industry-Specific

| | | |
|-----------------------------|---------------------------|-------------------------|
| Barrels Capacity (blank) | Megawatt Hours (blank) | Total Assets (blank) |
|-----------------------------|---------------------------|-------------------------|

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



Entities Search Results 1 Total Results

Filter by:

| UEI | Status |
|--------------|----------|
| E9ZTZ6ZKMK51 | active |
| | Inactive |

LANGFORD COMMUNITY MANAGEMENT SERVICES INC ● Active Registration

Unique Entity ID: E9ZTZ6ZKMK51

CAGE/NCAGE: 5U3R0

Physical Address:

9017 W STATE HIGHWAY 29 STE 206
LIBERTY HILL, TX
78642 USA

Expiration Date:

Nov 02, 2023

Purpose of Registration:

Federal Assistance Awards

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Langford Community Management Services, Inc.
Liberty Hill, TX United States

Certificate Number:
2023-1072692

Date Filed:
09/18/2023

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

Date Acknowledged:

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.
USDA-FS-2023-CWDG-SGSF
Community Wildfire Defense Grant - Implementation of CWPP/HMG Project(s)

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Langford, Judy | Liberty Hill, TX United States | X | |
| Howell, Reid | Liberty Hill, TX United States | | X |
| Community Management Services, Inc., Langford | Liberty Hill, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

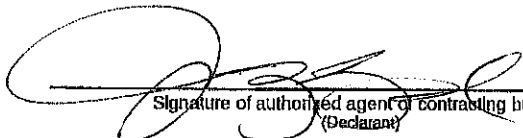
6 UNSWORN DECLARATION

My name is Judy Langford, and my date of birth is 12/25/1960.

My address is 9017 W. Hwy. 29, Suite 206 Liberty Hill TX 78642 Williamson
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 18th day of September, 2023
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

RFQ Number & Name: (RFQ 23-059/JW) Professional Grant Administration and Project Management
for USDA Forest Service Community Wildfire Defense Grant (CWDG)
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)

Respondent's Company/Business Name: ___Langford Community Management Services, Inc. ___

Respondent's TAX ID Number: ___74-2804904_____

If Applicable: HUB Vendor No. ___1742804904700___ DBE Vendor No. _____

Contact Person: ___Judy Langford_____ **Title:** ___Owner/President_____

Phone Number (with area code): _____512-452-0432_____

Alternate Phone Number if available (with area code): _____ **Fax Number (with area code):** _____

Email Address: _____judy@lcmsinc.com_____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address:

9017 W. State Hwy. 29, Suite 206
Liberty Hill, TX 78642

| |
|-----------------------------|
| <p>REQUIRED FORM</p> |
|-----------------------------|

| |
|----------------------------------|
| <p><u>Respondent:</u></p> |
|----------------------------------|

| |
|---|
| <p>Please complete this form and include with RFQ response submission.</p> |
|---|



REFERENCES AND REQUIREMENTS

1. Bastrop County

Clara Beckett - County Commissioner, Precinct 2

Contact Number: (512) 581-4002

clara.beckett@co.bastrop.tx.us

Grant Funding: GLO

Projects: Langford Community Management has assisted Bastrop County with several projects including the following: Wildfire (2012), Fire Station, Ingress and Egress, and currently a drainage project through CDBG-MIT.

Amount of secured funding: \$34 million

2. Karnes County

Wade J. Hedtke – County Judge

Contact Number: (830) 780-3732

Wade.hedtke@co.karnes.tx.us

Grant Funding: Texas Water Development Board & Community Development Block Grants

Projects: Langford Community Management Services has implemented projects designed to improve water infrastructure including water lines, drainage improvements along roadways, and a bridge in the City of Runge. The County is also working with LCMS with implementing a drainage study that is being funded by the Texas Water Development Board.

Amount of funding secured: \$3.5 Million

3. Gonzales County

Patrick C. Davis – County Judge

Contact Number: (830) 672-2327

CJadmin@co.gonzales.tx.us

Grant Funding: Community Development Block Grants

Projects: Langford Community Management Services has implemented several projects with Gonzales County including various communication towers and generators. The current GLO mitigation grant will install two towers, one master site with core server system and a wireless microwave link between sites.

Amount of funding secured: \$6.1 Million

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. Jefferson County 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.

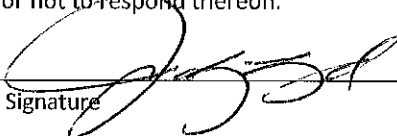
Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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

The undersigned agrees, if this RFQ response 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 Request for Statements of Qualification, Conditions of RFQ Response, 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 RFQ Response in collusion with any other Respondent, and that the contents of this RFQ Response as to prices, terms or conditions of said Response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent 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 respond or not to respond thereon.

Langford Community Management Services, Inc.
 RFQ Respondent (Entity Name)
 9107 W. State Hwy. 29, Suite 206
 Street & Mailing Address
 Liberty Hill, TX 78642
 City, State & Zip
 512-452-0432
 Telephone Number
 judy@lcmsinc.com
 E-mail Address


 Signature
 Judy Langford
 Print Name
 9/14/2023
 Date Signed
 N/A
 Fax Number

REQUIRED FORM
Respondent:
 Please complete this form and include
 with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

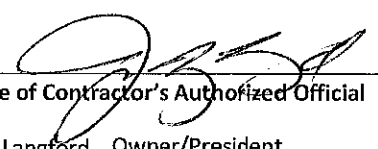
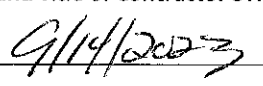
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

| | |
|---|--|
|  _____ Signature of Contractor's Authorized Official | |
| Judy Langford Owner/President _____ Name and Title of Contractor's Authorized Official (Please Print) | |
|  _____ Date | |

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|--|---|
| Type of Federal Action: a. contract <u>b</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | Status of Federal Action: a. bid/offer/application <u>a</u> b. initial award c. post-award | Report Type: a. initial filing <u>a</u> b. material change |
| Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier____, if Known: Congressional District, if known: | If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: | |
| Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: <u>Judy Langford</u> Title: <u>Owner/President</u> Telephone No.: <u>512-452-0432</u> Date: _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

NO CONFLICT OF INTEREST

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

September 1, 2023
Date

Certification Regarding Lobbying

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, LCMS, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



 Signature of Contractor's Authorized Official

Judy Langford, President

 Printed Name and Title of Contractor's Authorized Official

September 1, 2023

Date

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|--|---|--|
| 1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award | 3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: , \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services (including address if <i>different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: <u>Judy Langford</u> Title: <u>President</u> Telephone No.: <u>512-452-0432</u> Date: <u>09/01/23</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

THIS FORM IS FOR OFFICE USE ONLY

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson 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) "Non-resident RFQ Respondent" refers to a person who is not a resident.
- (4) "Resident RFQ Respondent" 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 Langford Community Management Services, Inc. [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

| | |
|---|---|
| Taxpayer Identification Number (T.I.N.): | 74-2804904 |
| Company Name submitting bid/proposal/response: | Langford Community Management Services, Inc. |
| Mailing address: | 91.07 W. State Hwy. 29, Suite 206, Liberty Hill, TX 78642 |
| 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 Jefferson County.

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

* This is the property amount identification number assigned by the Jefferson 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.

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, Judy Langford, the undersigned representative of (company or business name) Langford Community Management Services, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.002, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

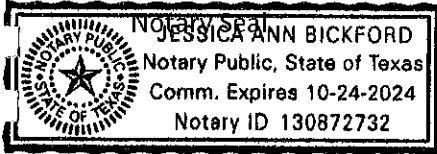
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

[Signature]
Signature of Company Representative

9/14/2023
Date

On this 14th day of September, 2023, personally appeared

Judy Langford, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Jessie Ann Bickford
Notary Signature

10-29-2024
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Langford Community Management Services, Inc.

Company Name

USDA-FS-2023-CWDG-Community Wildfire Defense Grant

_ IFB/RFP/RFQ number

RFQ 23-058/JW

Certification check performed by:

_ Purchasing Representative

_ Date

NON-DISCLOSURE AGREEMENT

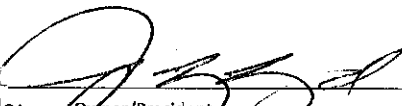
In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract;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

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, 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 County.
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 County.
3. Consultant agrees to maintain the confidentiality of any and 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 County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
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 Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County 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 County 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]

Langford Community Management Services, Inc.

By: 
 Title: Owner/President
 Date: 9/14/2023

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 DAYS in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Langford Community Management Services, Inc.

NAME OF BUSINESS

BY:

Judy Langford
SIGNATURE

Judy Langford, Owner/President

NAME & TITLE, TYPED OR PRINTED

9107 W. State Hwy. 29, Suite 206

MAILING ADDRESS

Liberty Hill, TX 78642

CITY, STATE, ZIP CODE

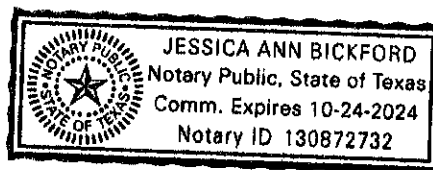
(512) 452-0432

TELEPHONE NUMBER

Sworn to and subscribed before me
this 14th day of
September, 2023

Jessica Ann Bickford
Notary Public
State of Texas

My Commission Expires: 10-24-2024



REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.



Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Align top of FedEx Express® shipping label here.

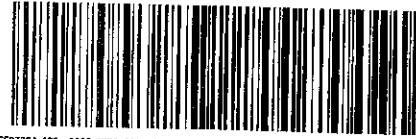
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FedEx Express Package US Airbill
FedEx Tracking Number 8181 3038 8896

1 From
Date: 9-18-23
Sender's Name: Teresa Scolding Phone: 512 352-0432
Company: [REDACTED]
Address: 2014 WEST STATE HIGHWAY 22
City: LIBERTY HILL State: TX ZIP: 77941

2 Your Internal Billing Reference

3 To
Recipient's Name: Jimmy West Phone: 409 235-8400
Company: Jefferson County Purchasing Department
Address: 1149 Pearl St. 1st Floor
City: Beaumont State: TX ZIP: 77701

RECEIVED 10:58 AM 9/20/23
8181 3038 8896

4 Express Package Service Package up to 65 lbs. For packages over 15 lbs., use day FedEx Express™ (up to 45 lbs.)

Next Business Day **2 of 3 Business Days**

FedEx First Overnight
 FedEx Priority Overnight
 FedEx Standard Overnight

FedEx 2Day A.M.
 FedEx 2Day
 FedEx Express Saver

5 Packaging Declared value limit \$500.
 FedEx Envelope® FedEx Pak® FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options Fee may apply. See the FedEx Service Guide.
 Saturday Delivery
 No Signature Required
 Direct Signature
 Indirect Signature
 Signature Required
 Signature Not Required
 Signature at Recipient's Address
 Signature at Shipper's Address
 Signature at Recipient's Address or Shipper's Address
 Signature at Recipient's Address or Shipper's Address or Recipient's Address Only
 Signature at Recipient's Address or Shipper's Address or Recipient's Address or Shipper's Address or Recipient's Address Only
 Signature at Recipient's Address or Shipper's Address or Recipient's Address or Shipper's Address or Recipient's Address Only

7 Payment Bill to: Enter FedEx Acct. No. below. Obtain recip. FedEx Acct. No.
 Sender Recipient Third Party

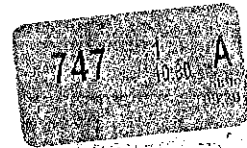
Total Packages: [REDACTED] Total Weight: [REDACTED]

Box 747

fedex.com 1.800.GOFedEx 1.800.463.3339

fedex.com 1.800.GOFedEx 1.800.463.3339

Professional Grant Administration and Project Management for USDA
Forest Service Community Wildfire Defense Grant (CWDG) Projects
(U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF)
(RFQ 23-059/JW) Opening Date: September 21, 2023 @ 11:00 AM CT



and-stick airbill or pouch here.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 23-059/JW

RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PROJECT MANAGEMENT FOR
 USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT (CWDG)
 PROJECTS
 (U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 2

ISSUED (DATE): 9/18/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

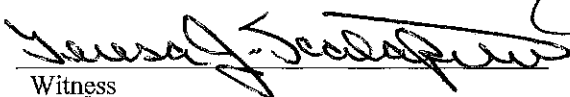
Reason for Issuance of this Addendum:

- **CLARIFICATIONS**
- **Addition of Cost Proposal Form for RFQ Submission**

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:



 Witness



 Witness



 Authorized Signature (Respondent)

Owner/President

Title of Person Signing Above
 Judy Langford

9017 W. State Hwy 29, Liberty Hill, TX 78642

 Address

Approved by _____ Date: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ 23-059/JW)

PROFESSIONAL GRANT ADMINISTRATION AND PROJECT MANAGEMENT FOR USDA FOREST SERVICE COMMUNITY WILDFIRE DEFENSE GRANT (CWDG) PROJECTS
(U.S. DEPARTMENT OF AGRICULTURE GRANT NO. USDA-FS-2023-CWDG-SGSF)

CLARIFICATIONS

QUESTION 1: Would Jefferson County consider extending the deadline to allow respondents time to incorporate any Addenda into the response?

ANSWER: NO.

The County is unable to extend the deadline for RFQ submissions for this project due to the overall timeframe for the grant application submission.

QUESTION 2: How long will the review committee take to select a contractor for RFQ 23-059/JW?

ANSWER: Due to the time constraints of the grant application for CWDG Projects funding, the Selection Review Committee and Award/Contract process will be expedited, with a goal of having the RFQ awarded and contract executed by the second week of October.

QUESTION 3: Is a Cost of Services required? If so, could the County provide the form?

ANSWER: Yes. Respondents may submit the Cost Proposal Form included in this addendum, PAGE 3.

QUESTION 4: The RFQ states a that there is a 35-page limit for the RFQ Response (not including the RFQ specifications document or addenda). Question: Would the County permit an appendix for resumes?

ANSWER: Yes, Resumes may be included as an appendix – this inclusion will not count towards the 35-page response limit.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

COST PROPOSAL FORM
(RFQ 23-059/JW)

SCOPE OF SERVICES REQUESTED

Providers will help the NFS fulfill State and Federal statutory responsibilities related to Wildfire Mitigation. Providers will assist the NFS and grant recipients in completion of approved mitigation project(s) through the CWDG program. Respondents may be qualified to provide Grant Management services for one or more programs or services (environmental, acquisition/buyout, general management, etc.) Grant management services must be performed in compliance with the National Forest Service through the U.S. Department of Agriculture (USDA) and guidelines issued by the NFS.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Management Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing NFS guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the CWDG project(s), including, but not limited to the following:

Pre-Funding Services

Provider will assist in developing project scope(s) and complete CWDG application. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of a CWDG application and related documents. The required information shall be submitted in a format to be described by the National Forest Service.

Post-Funding Services

Grant Administrator will provide Grant Management Services required to complete CWDG project, with funding. The selected service provider must follow all requirements of the as established by the National Forest Service.

COST TO PROVIDE SERVICES AS DESCRIBED WITHIN THIS RFQ:

PRE-FUNDING SERVICES

\$ _____ 0 _____ . _____

POST-FUNDING SERVICES

\$ 800,000.00 (8% based on \$10,000,000.00 in eligible project(s))

Special Note: *Our post-funding services fees are based on the maximum possible grant award, and we would be willing to re-negotiate and lower our fees to match the grant total once project(s) are identified and approved by the County.*

FedEx Package
Express **US Airbill** **0215** **0101 303A 0922**

1 From
Date 09/20/23

Sender's Name
Terrisa Scolding Phone 512 452-0332

Company Name
GENCO L&MS

Address
9017 WEST STATE HIGHWAY 25 SOUTH, BLDG

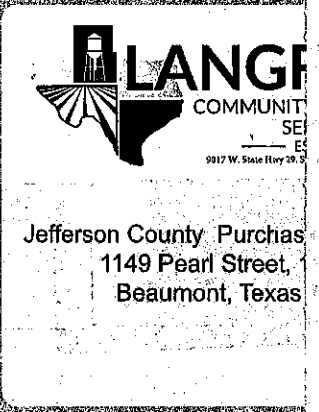
ON LIBERTY HILL State TX Zip 78642

2 Your Internal Billing Reference
0140669734

3 To
Recipient's Name
Jefferson County Purchas Phone 936-338-8822

Address
1149 Pearl Street

Beaumont TX Zip 77701



FedEx
TRACKING NUMBER **9181 3038 8922**
43 BPTA
WED - 20 SEP AA
PRIORITY OVERNIGHT
77701
TX-S
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0215
Express Package Service
Packages up to 150 lbs.
Professional Service Available

4 Signature Required
 Signature Required
 Signature Not Required

5 Packaging
 FedEx Envelope
 FedEx Box
 FedEx Tube
 FedEx Over

6 Special Handling and Delivery Signature Options
 Signature Required
 Signature Not Required

7 Payment Bill to
 Sender
 Recipient
 Third Party

Does this shipment contain dangerous goods?
 No
 Yes

RECEIVED 10:58 AM 9/20/23

RFQ 23-069UW
Professional Grant Administration and Planning Services for NOAA Transformational Habitat Restoration and Coastal Resilience Grant Project(s) (NOAA Grant No. NOAA-NMFS-HQPC-2022-009891)
RFQ Due By: 11:00 AM CT, Thursday, September 21, 2023
Addendum No: 2

RFQ 23-066UW
Professional Grant Administration and Planning Services for NOAA Transformational Habitat Restoration and Coastal Resilience Grant Project(s) (NOAA Grant No. NOAA-NMFS-HQPC-2022-009891)
RFQ Due By: 11:00 AM CT, Thursday, September 21, 2023
Addendum No: 2

THE STATE OF TEXAS §
§
THE COUNTY OF JEFFERSON §

**PROFESSIONAL SERVICES AGREEMENT (“Agreement”)
between
JEFFERSON COUNTY, TEXAS (“County”)
and
Langford Community Management Services, Inc.**

1. PARTIES

Jefferson County, Texas (“County”) is a political subdivision of the State of Texas that acts by and through the County Commissioners Court (“Commissioners Court”).

Langford Community Management Services, Inc. (“LCMS, Inc.) is a Texas for-profit corporation with its principal place of business located at 9017 W. Hwy. 29, Suite 206, Liberty Hill, TX 78642.

2. PURPOSE:

This Professional Services Agreement (“Agreement”) is being executed so that LCMS, Inc. can provide County with the professional services described in the “Scope of Services” section in this Agreement.

3. STATUTORY AUTHORITY:

The statutory authority for this Agreement is Chapter 262, Texas Local Government Code, the County Purchasing Act, as well as 2 CFR Sections 200.318-326 regarding procurement of services under a Federal award.

4. TERM:

The term of this Agreement shall commence on the date of execution of this Agreement (hereafter “Effective Date”), following which the Parties will mutually agree to a Project Start Date (hereafter “Project Start Date”), the date on which LCMS, Inc. will commence work and will continue until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out.

5. LCMS, Inc. SCOPE OF PROFESSIONAL SERVICES:

Langford Community Management Services, Inc. will provide Grant Administration and Management Services for (RFQ 23-060/JW) Professional Grant Administration and Project Management for Grant No. NOAA-NMFS-HCPO-2023-200801). The scope of work is addressed more fully in the County’s RFQ 23-060/JW and LCMS, Inc.’s RFQ response submission (including Addendum No.1, Addendum No. 2), as well as required documentation per the RFQ specification; all of which are included as part of this contract document, as follows:

APPENDIX A : RFQ Specifications

APPENDIX B : ADDENDUM NO. 1

APPENDIX C : ADDENDUM NO. 2

APPENDIX D : ADDITIONAL REQUIRED DOCUMENTATION

- System for Award Management, documentation of CONTRACTOR status
- Texas Ethics Commission FORM 1295 (completed and acknowledged by County)
- Certificate of Insurance (County identified as “Additional Insured.”)
- Divestment Status Documentation

APPENDIX E :

-Fees Schedule.

-Langford Community Management Services, Inc. Statement of Qualifications (Submission)

6. TERMS AND CONDITIONS OF PAYMENT FOR PROFESSIONAL SERVICES:

- 6.1. County agrees to compensate LCMS, Inc. for the professional services described in the "Scope of Services" as determined by the grant guidelines and limitations promulgated by NOAA-NMFS-HCPO-2023-200801 and based upon the amount of grant(s) the County receives.
- 6.2. County will review LCMS, Inc.'s invoices and will authorize payments by the NOAA to LCMS, Inc. within thirty calendar days after the day that the Jefferson County Auditor receives any given LCMS, Inc.'s invoice, provided that the Jefferson County Auditor determines that LCMS, Inc. should be paid pursuant to this Agreement, the laws of the State of Texas, and the laws of the United States. If the Jefferson County Auditor disputes any portion of any given LCMS, Inc.'s invoice, County will notify LCMS, Inc. within seven business days of the basis for the dispute. The county will authorize payment for any undisputed portions of any LCMS, Inc.'s invoices within thirty calendar days after the Jefferson County Auditor receives the disputed LCMS, Inc. invoice(s).

7. REPORTING AND ACCOUNTABILITY:

- 7.1. Reporting. LCMS, Inc. agrees to submit all required documentation and reports in accordance with the time frames required by the granting entity's guidelines. Additionally, LCMS, Inc. agrees to keep the County Judge, Emergency Management Coordinator, County Auditor, Purchasing Agent, and other officials as designated by any of the above, apprised as to all matters relating to all projects.
- 7.2. Access to Records. LCMS, Inc. agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of LCMS, Inc. that are pertinent to this Agreement. This right also includes timely and reasonable access to LCMS, Inc.'s personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to this Agreement.
- 7.3. Ownership. LCMS, Inc. expressly agrees that all information, data, and supporting documentation related in any way to the professional services that LCMS, Inc. provides to County pursuant to this Agreement are solely County property.
- 7.4. Maintenance of Records. LCMS, Inc. must keep and maintain LCMS, Inc.'s records, books, and other documents reasonably related to this Agreement in forms that the Jefferson County Auditor determines are compliant with generally accepted accounting practices.
- 7.5. Audit. The Jefferson County Auditor, its assigns, or any other governmental entity approved by County has the unrestricted right to audit the originals of any and all data, records, books, or documents related in any way to this Agreement. Upon written request by County to LCMS, Inc., LCMS, Inc. will make the originals of such data, records, books, and documents available for auditing in Jefferson County, Texas within a reasonable time, but in no event later than seven calendar days after County notifies LCMS, Inc. of a request to perform an audit. LCMS, Inc. must provide any and all electronic data in current Microsoft Word format or current Microsoft Excel format. LCMS, Inc. will have no responsibility to bear expense for converting electronic data to other formats. Conversion of searchable text to any unsearchable format for any audit will constitute a material

breach of this Agreement.

- 7.6. Retention of Records.** All records, books, and documents reasonably related to this Agreement must be maintained and kept by LCMS, Inc. for a minimum of four years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before this four-year period, then LCMS, Inc. must keep the records, books, and documents for not less than four years after all litigation, claims, or audit findings are resolved. **LCMS, Inc. is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement before the aforesaid time period for maintaining all of the records, books, or other documents has past.**

8. CONFIDENTIALITY:

- 8.1.** LCMS, Inc. will not disclose privileged or confidential communications or information acquired in the course of the performance of the professional services under this Agreement, unless required by law. LCMS, Inc. agrees to adhere to all confidentiality requirements, as applicable, for all of the professional services performed by LCMS, Inc. for County under this Agreement.

8.2. Texas Public Information Act:

LCMS, Inc. acknowledges and agrees that LCMS, Inc.'s performance of professional services for County under this Agreement is subject to and subservient to the Texas Public Information Act in Chapter 552 of the Texas Government Code. Notwithstanding any other provision, including exemptions or exceptions to the Texas Public Information Act, LCMS, Inc. agrees that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Texas Public Information Act, such provision will be of no force or effect. Furthermore, LCMS, Inc. expressly acknowledges and agrees that County, the Commissioners Court, the County Judge, County Officials, County Department Heads, and County Employees ("County Requestors") may request advice, decisions and opinions of the Texas Attorney General about the application of the Texas Public Information Act to any information in County's or LCMS, Inc.'s possession. LCMS, Inc. acknowledges and agrees that County Requestors have the right to rely on the advice, decisions, and opinions of the Texas Attorney General about the application of the Texas Public Information Act. LCMS, Inc. hereby releases all County Requestors from any and all liability for any disclosure of any information about LCMS, Inc. that is determined by County or the Texas Attorney General to be public information under the Texas Public Information Act.

- 8.3.** Notwithstanding the foregoing, County and LCMS, Inc. agree, to the extent permitted by the Texas Public Information Act or any other lawful privilege, to keep confidential, and store in a secure area with limited access, any information related to this Agreement.

9. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents LCMS, Inc. uses in the performance of the professional services provided under this Agreement that LCMS, Inc. considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or as otherwise required by law.

10. INDEMNIFICATION BY JEFFERSON COUNTY.

- 10.1.** To the fullest extent authorized by law, LCMS, Inc., including its assigns, subcontractors, officers, directors, employees (collectively, "LCMS, Inc.") will forever waive, release, indemnify and hold harmless County, its Commissioners Court, elected and appointed officials and employees (collectively, "County") from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses of any kind or nature arising out of LCMS, Inc.'s performance of its obligations pursuant to this Agreement.
- 10.2.** Approval and acceptance of LCMS, Inc.'s services by County will not constitute nor be deemed a release of the responsibility and liability of LCMS, Inc. for the accuracy and competency of their services; nor will such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by LCMS, Inc. in this regard. LCMS, Inc. will defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.
- 10.3. NO INDEMNIFICATION BY COUNTY.** LCMS, Inc. acknowledges and agrees that Jefferson County does not have the authority under Article XI, Section 7 of the Texas Constitution to indemnify LCMS, Inc. or any other third party for damages arising under this Agreement.
- 10.4. SURVIVAL.** These indemnification provisions will survive completion, suspension, termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

11. INSURANCE:

- 11.1.** Within ten calendar days of the Effective Date of this Agreement, LCMS, Inc. must furnish to the Jefferson County Purchasing Agent proof that LCMS, Inc. has professional liability insurance coverage in force. LCMS, Inc.'s insurance coverage must be provided by insurance companies that, in County's sole discretion, are acceptable to County. All of LCMS, Inc.'s insurance must be provided by insurance companies that are authorized by the Texas Department of Insurance to do business in the State of Texas. LCMS, Inc. must maintain all of the insurance coverage required by this Agreement during the whole term of this Agreement.

12. NON-PERFORMANCE:

Except for suspension of work by LCMS, Inc. due to County's failure to authorize payment for services, LCMS, Inc.'s non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement will be a basis for termination of the Agreement by County. At County's sole discretion and with written notice by County, LCMS, Inc. will be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement.

13. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County will issue a written order to stop work. The written order will set out the terms of the suspension. LCMS, Inc. must stop all work and will cease to incur costs to County during the term of the suspension. LCMS, Inc. must resume work when notified to do so by County in a written authorization to proceed. If a change in the Terms and Conditions of Payment for Professional Services section

of this Agreement is necessary because of a suspension, a mutually agreed contract amendment must be executed in accordance with this Agreement.

14. TERMINATION:

Either party may, at its option, terminate this Agreement, in whole or part, by giving ten (10) calendar days prior written notice thereof to the other party with the understanding that all professional services being performed under this Agreement will cease upon the date specified in such notice. County will compensate LCMS, Inc. in accordance with the terms of this Agreement for the professional services performed prior to the date specified in such notice. Upon receipt of such notice, LCMS, Inc. will not incur any new obligations or perform any additional professional services and will cancel any outstanding obligations or professional services to be provided. Upon termination of this Agreement as herein above provided, all County data, documents and information in LCMS, Inc.'s possession must be returned to County within fifteen calendar days of the date of termination.

14.1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County or LCMS, Inc. upon ten (10) calendar days prior written notice to the non-terminating party.

14.2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

14.2.1. Lack of, or reduction in, funding or resources;

14.2.2. Non-performance by LCMS, Inc. or LCMS, Inc.'s failure or inability to perform or substantially perform, for whatever reason, the professional services required under this Agreement;

14.2.3. LCMS, Inc.'s failure to comply with the terms and provisions of this Agreement or LCMS, Inc.'s material breach of this Agreement;

14.2.4. LCMS, Inc.'s failure to comply with applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

14.2.5. LCMS, Inc.'s failure at any time to have an active corporate existence in good standing with the Texas Secretary of State;

14.2.6. LCMS, Inc.'s failure at any time to be in good standing with the Texas Comptroller of Public Accounts or to be authorized to do business in the State of Texas by the Texas Comptroller of Public Accounts;

14.2.7. If LCMS, Inc.'s becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

15. NOTICE:

Any notice to be given under this Agreement will be deemed to have been given if reduced to writing and delivered in person, or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below.

Such notice, demand or request will be deemed to have been given three business days subsequent to the date it was so delivered or mailed.

| | |
|-----------------------------------|---|
| TO COUNTY: | TO LANGFORD COMMUNITY MANAGEMENT SERVICES: |
| Jeff Branick | Judy Langford, President/Owner |
| County Judge | 9017 W. Hwy 29, Suite 206 |
| Jefferson County, Texas | Liberty Hill, TX 78642 |
| 1149 Pearl, 4 th Floor | |
| Beaumont, Texas 77701 | |

16. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. COMPLIANCE WITH LAWS:

In providing professional services required by this Agreement, LCMS, Inc. must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. LCMS, Inc. will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, will be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions will nevertheless continue in full force and effect. This Agreement is performable and enforceable in Jefferson County, Texas where the principal office of County is located and the state courts of Jefferson County will be the sole and exclusive venue and jurisdiction for any litigation, special proceeding, or other proceeding between County and LCMS, Inc. that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law.

20. THIRD PARTIES:

The obligations of each party to this Agreement will inure solely to the benefit of County and LCMS, Inc., and no other person or entity will be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. NO ASSIGNMENT PERMITTED:

LCMS, Inc. does not have the right to assign its rights and duties under this Agreement to any individual or entity.

22. THE DOCTRINE OF CONTRA PROFERENTUM WILL NOT APPLY:

The doctrine of *contra proferentum* will not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement will not be construed against the party who drafted the Agreement and such party will not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and contract between County and LCMS, Inc. This Agreement supersedes any other agreement or contract, whether oral or written, between County and LCMS, Inc. Notwithstanding any other provision of this Agreement or any other contract or agreement between County and LCMS, Inc., this Agreement can only be modified by a subsequent written agreement or contract executed by and between County and LCMS, Inc.

24. PREVENTION OF FRAUD AND ABUSE:

LCMS, Inc. must establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving LCMS, Inc.'s employees or agents must be reported immediately to County by LCMS, Inc. Moreover, LCMS, Inc. warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. LCMS, Inc. and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender. Any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

26. INDEPENDENT LCMS, Inc.:

LCMS, Inc., including its employees, agents or licensees, is an independent LCMS, Inc. and not an agent, servant, joint enterprise or employee of County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of professional services covered under this Agreement, and will be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with this Agreement's requirements. There will be no contractual relationship between any subcontractor, agent, employee or supplier of LCMS, Inc. and County by virtue of this Agreement. This provision of this Agreement will not be for the benefit of any other party other than County and LCMS, Inc.

27. ASSURANCES:

27.1. In providing the professional services described in the two "Scope of Services" sections of this Agreement, LCMS, Inc. agrees to observe and comply with all licenses, legal certifications, or inspections required for the professional services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and

regulations. LCMS, Inc.'s failure to comply with this assurance will constitute a material breach of this Agreement.

- 27.2.** LCMS, Inc. is expressly prohibited from transferring or assigning its interest in this Agreement.
- 27.3.** LCMS, Inc., by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the professional services hereunder are duly licensed or qualified to perform the required professional services. LCMS, Inc. further agrees and ensures that all program or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.
- 27.4.** LCMS, Inc. assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. LCMS, Inc. agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- 27.5.** LCMS, Inc. agrees to adhere to confidentiality requirements, as applicable, for the professional services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the professional services being providing hereunder.
- 27.6.** LCMS, Inc. assures that it will not use any information, documents, or data provided to LCMS, Inc. by County for any proprietary purposes and will not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- 27.7.** LCMS, Inc. agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 27.8.** LCMS, Inc. must comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and

regulations. When required, LCMS, Inc. must furnish County satisfactory proof of compliance therewith.

- 27.9. LCMS, Inc. certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 27.10. LCMS, Inc. certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Jefferson County.
- 27.11. LCMS, Inc. will develop and implement an agency-wide drug free work place policy. LCMS, Inc. will also require that all contracts between itself and subcontractors also comply with said requirements.
- 27.12. LCMS, Inc. understands that reimbursement for costs under this Agreement must be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- 27.13. Under Section 231.006, Texas Family Code, LCMS, Inc. certifies to County that LCMS, Inc. is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. LCMS, Inc. hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 27.14. LCMS, Inc. certifies to County that LCMS, Inc. is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- 27.15. LCMS, Inc. certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- 27.16. Failure by LCMS, Inc. to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of LCMS, Inc. invoices or the offset of funds billed in LCMS, Inc. invoices or previously paid to LCMS, Inc.

28. SIGNATORY WARRANTY:

The person signing and executing this Agreement on behalf of LCMS, Inc., hereby warrants and guarantees that he is duly authorized by LCMS, Inc. to execute this Agreement on behalf of LCMS, Inc. and to validly and legally bind LCMS, Inc. to all the terms of this Agreement.

29. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Jefferson County, Texas and Langford Community Management Services, Inc. accept the terms of this Agreement in full.

EXECUTED this 10th day of October, 2023.

JEFFERSON COUNTY, TEXAS:

BY: [Signature]
Jeff R. Branick
County Judge
Jefferson County, Texas

Langford Community Management Services, Inc.

BY: [Signature]
Judy Langford President/Owner



ATTEST [Signature]
DATE 10/10/23

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX B.

Addendum to RFQ

RFQ NUMBER: RFQ 23-060/JW

RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PLANNING SERVICES FOR NOAA TRANSFORMATIONAL HABITAT RESTORATION AND COASTAL RESILIENCE GRANT PROJECT(S) (NOAA GRANT NO. NOAA-NMFS-HCPO-2023-200801)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 1

ISSUED (DATE): 9/13/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **REVISED SECTION 5 (REVISIONS IN RED PRINT)**
- **ADDITION OF SAMPLE RFQ RESPONSE RATING SHEET**
- **REVISED RESPONDENT’S CERTIFICATION FORM (REVISIONS IN RED PRINT)**

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

| | |
|--|--|
| <hr/> <p>Witness</p> <hr/> <p>Witness</p> <hr/> <p>Approved by _____ Date: _____</p> | <hr/> <p>Authorized Signature (Respondent)</p> <hr/> <p>Title of Person Signing Above</p> <hr/> <p>Typed Name of Business or Individual</p> <hr/> <p>Address</p> |
|--|--|

ADDENDUM NO. 1 - REVISED SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 EVALUATION

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

OMIT THIS EVALUATION CRITERIA:

Evaluation Criteria Weight:

- Cost 10% (10 points)
 - Understanding of the project and/or services required 25% (25 points)
 - Years in business/experience/history working with government 30% (30 points)
 - Methodology/functionality / service or project plan 15% (15 points)
 - Management plan/administration 15% (15 points)
 - Preference for minority and women owned businesses/labor surplus area firms 5% (5 points)
- TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)

5.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

5.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the response.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. **No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.** Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

5.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the response which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the response presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

5.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

- 1. Specific area of focus / special requirements**
- 2. Cost**
- 3. Availability of the Contractor**
- 4. Prior performance of the Contractor**

Management Professional Services Rating Sheet
NOAA TRANSFORMATIONAL HABITATION RESTORATION & COASTAL RESILIENCE GRANT/PROGRAMS

Rate the Firm's Proposal in the following areas:

| A. Experience and Qualifications | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Experience with application grant writing and project delivery services for State and Federally funded projects. | 15 | |
| 2. Experience working with the Cities and Counties | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| B. Work Performance (references and prior experience with firm) | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Work product is consistently of high quality | 5 | |
| 2. Facilitates completion of project activities on schedule | 5 | |
| 3. Understands the approach for project implementation | 5 | |
| 4. References from current/past clients | 10 | |
| <i>SUBTOTAL</i> | <i>25</i> | |

| C. Capacity to Perform | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Staffing level/experience, special skills | 15 | |
| 2. Understanding of NOAA Grant Programs | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| D. Affirmation Action | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal) | 10 | |
| <i>SUBTOTAL</i> | <i>10</i> | |

| E. Proposed Fee | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Price is reasonable considering the firm's experience and qualifications | 5 | |
| <i>SUBTOTAL</i> | <i>5</i> | |

| Scoring Summary: | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| A. Experience of firm | 30 | |
| B. Work performance/program implementation | 25 | |
| C. Capacity to perform | 30 | |
| D. Affirmation Action | 10 | |
| E. Proposed Fee | 5 | |
| <i>TOTAL SCORE</i> | <i>100</i> | |

RESPONDENT’S CERTIFICATION

I have carefully examined the **Request for Statements of Qualifications Specifications**, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the **Request for Statements of Qualifications**. I agree that my **RFQ Response** will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said response: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2023

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Respondent:

**Please complete this form and include
with RFQ response submission.**

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX B.

Addendum to RFQ

RFQ NUMBER: RFQ 23-060/JW

RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PLANNING SERVICES FOR NOAA TRANSFORMATIONAL HABITAT RESTORATION AND COASTAL RESILIENCE GRANT PROJECT(S) (NOAA GRANT NO. NOAA-NMFS-HCPO-2023-200801)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 1

ISSUED (DATE): 9/13/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **REVISED SECTION 5 (REVISIONS IN RED PRINT)**
- **ADDITION OF SAMPLE RFQ RESPONSE RATING SHEET**
- **REVISED RESPONDENT’S CERTIFICATION FORM (REVISIONS IN RED PRINT)**

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

| | |
|--|--|
| <hr/> <p>Witness</p> <hr/> <p>Witness</p> <hr/> <p>Approved by _____ Date: _____</p> | <hr/> <p>Authorized Signature (Respondent)</p> <hr/> <p>Title of Person Signing Above</p> <hr/> <p>Typed Name of Business or Individual</p> <hr/> <p>Address</p> |
|--|--|

ADDENDUM NO. 1 - REVISED SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 EVALUATION

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

OMIT THIS EVALUATION CRITERIA:

Evaluation Criteria Weight:

- Cost 10% (10 points)
 - Understanding of the project and/or services required 25% (25 points)
 - Years in business/experience/history working with government 30% (30 points)
 - Methodology/functionality / service or project plan 15% (15 points)
 - Management plan/administration 15% (15 points)
 - Preference for minority and women owned businesses/labor surplus area firms 5% (5 points)
- TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)

5.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

5.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the response.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. **No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.** Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

5.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the response which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the response presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

5.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

- 1. Specific area of focus / special requirements**
- 2. Cost**
- 3. Availability of the Contractor**
- 4. Prior performance of the Contractor**

Management Professional Services Rating Sheet
NOAA TRANSFORMATIONAL HABITATION RESTORATION & COASTAL RESILIENCE GRANT/PROGRAMS

Rate the Firm's Proposal in the following areas:

| A. Experience and Qualifications | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Experience with application grant writing and project delivery services for State and Federally funded projects. | 15 | |
| 2. Experience working with the Cities and Counties | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| B. Work Performance (references and prior experience with firm) | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Work product is consistently of high quality | 5 | |
| 2. Facilitates completion of project activities on schedule | 5 | |
| 3. Understands the approach for project implementation | 5 | |
| 4. References from current/past clients | 10 | |
| <i>SUBTOTAL</i> | <i>25</i> | |

| C. Capacity to Perform | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Staffing level/experience, special skills | 15 | |
| 2. Understanding of NOAA Grant Programs | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| D. Affirmation Action | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal) | 10 | |
| <i>SUBTOTAL</i> | <i>10</i> | |

| E. Proposed Fee | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Price is reasonable considering the firm's experience and qualifications | 5 | |
| <i>SUBTOTAL</i> | <i>5</i> | |

| Scoring Summary: | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| A. Experience of firm | 30 | |
| B. Work performance/program implementation | 25 | |
| C. Capacity to perform | 30 | |
| D. Affirmation Action | 10 | |
| E. Proposed Fee | 5 | |
| <i>TOTAL SCORE</i> | <i>100</i> | |

RESPONDENT’S CERTIFICATION

I have carefully examined the **Request for Statements of Qualifications Specifications**, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the **Request for Statements of Qualifications**. I agree that my **RFQ Response** will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said response: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2023

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Respondent:

**Please complete this form and include
with RFQ response submission.**

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX C.

Addendum to RFQ

RFQ NUMBER: RFQ 23-060/JW

RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PLANNING SERVICES FOR NOAA TRANSFORMATIONAL HABITAT RESTORATION AND COASTAL RESILIENCE GRANT PROJECT(S) (NOAA GRANT NO. NOAA-NMFS-HCPO-2023-200801)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 2

ISSUED (DATE): 9/18/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **Addition of Cost Proposal Form for RFQ Submission**

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ 23-060/JW)

PROFESSIONAL GRANT ADMINISTRATION AND PLANNING SERVICES FOR NOAA
TRANSFORMATIONAL HABITAT RESTORATION AND COASTAL RESILIENCE GRANT PROJECT(S)
(NOAA GRANT NO. NOAA-NMFS-HCPO-2023-200801)

CLARIFICATIONS

QUESTION 1: Would Jefferson County consider extending the deadline to allow respondents time to incorporate any Addenda into the response?

ANSWER: NO.

The County is unable to extend the deadline for RFQ submissions for this project due to the overall timeframe for the grant application submission.

QUESTION 2: How long will the review committee take to select a contractor for RFQ 23-060/JW?

ANSWER: Due to the time constraints of the grant application for CWDG Projects funding, the Selection Review Committee and Award/Contract process will be expedited, with a goal of having the RFQ awarded and contract executed by the second week of October.

QUESTION 3: Is a Cost of Services required? If so, could the County provide the form?

ANSWER: Yes. Respondents may submit the **Cost Proposal Form included in this addendum, PAGE 3.**

QUESTION 4: The RFQ states a that there is a 35-page limit for the RFQ Response (not including the RFQ specifications document or addenda). Question: Would the County permit an appendix for resumes?

ANSWER: Yes, Resumes may be included as an appendix – this inclusion will not count towards the 35-page response limit.

**COST PROPOSAL FORM
(RFQ 23-060/JW)**

Scope of Work: The management consultant or firm to be hired is to provide contract-related management services to the County including, but not limited to, the following:

Pre-Award (services associated with developing and requesting funds through the NOAA program)

- Grant Writing and Application Preparation
- Respond to Requests for Information (RFI) regarding projects
- Assemble Environmental and Historic Preservation Review (EHP) as needed
- Participate in Public Outreach if applicable (e.g. advertising, public meetings)
- Act as Liaison between project engineer, the State, and NFS
- Attend workshops and meetings related to the development and submission of the application

Post-Award Grant Management Activities: (services associated with administering CWDG projects)

- Record-keeping and financial management
- Environmental clearance procedures
- Real property acquisition procedures under Uniform Act
- Equal employment opportunity requirements
- Project Management
- Technical Monitoring (e.g. site visits, technical meetings)
- Monitor and evaluate the progress of activities in accordance with the approved SOW and budget
- Project close-out assistance

COST TO PROVIDE SERVICES AS DESCRIBED WITHIN THIS RFQ:

PRE-FUNDING SERVICES

| |
|------------------|
| \$ _____ . _____ |
|------------------|

POST-FUNDING SERVICES

| |
|------------------|
| \$ _____ . _____ |
|------------------|

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX D.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Langford Community Management Services, Inc.
Liberty Hill, TX United States

Certificate Number:
2023-1072709

Date Filed:
09/18/2023

Date Acknowledged:

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

Jefferson County, TX

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.

NOAA-NMFS-HCPO-2023-2008081

Grant Administration/Project Management - NOAA - Transformational Habitat Restoration-related project(s)

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|--|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Langford, Judy | Liberty Hill, TX United States | X | |
| | Howell, Reid | Liberty Hill, TX United States | | X |
| | Langford Community Management Services, Inc., Langford | Liberty Hill, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

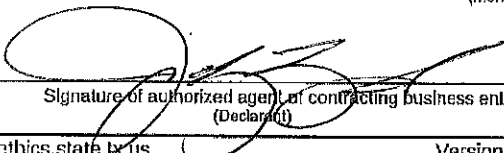
6 UNSWORN DECLARATION

My name is Judy Langford and my date of birth is 12/25/1960


My address is 9017 W. State Hwy 29 Liberty Hill TX 78642 Williamson
(street) (city) (state) (zip code) (country)


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

Executed in Williamson County, State of Texas, on the 18th day of September, 23
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

 An official website of the United States government
[Here's how you know](#) ▾

 You have 2 new alerts
[Show / Hide Alerts](#)



Search

All Words ▾

e.g. 1606N020Q02



Search Results

Saved Searches

Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide [🔗](#)

Simple Search

Search Editor

Any Words [i](#)

- All Words (i)
- Exact Phrase (i)

e.g. 123456789, Smith Corp

Classification v

Excluded Individual ^

First Name

Middle Name

Last Name

SSN / TIN

SEARCH RESULTS

Judy Langford x

Reid Howell x

Excluded Entity ^

Entity Name

LANGFORD COMMUNITY MANAGEMENT SERVICES INC x
 Unique Entity ID: E9ZTZ6ZKMK51

Unique Entity ID

e.g. HTYR9YJHK65L v

CAGE / NCAGE

Search input field with a downward arrow icon on the right side.

Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



Reset 



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)



Feedback

[+ Our Website](#)

[+ Our Partners](#)

[+ Policies](#)

[+ Customer Service](#)



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



LANGFORD COMMUNITY MANAGEMENT SERVICES INC

| | | |
|---|--|--|
| Unique Entity ID E9ZTZ6ZKMK51 | CAGE / NCAGE 5U3R0 | Purpose of Registration Federal Assistance Awards Only |
| Registration Status Active Registration | Expiration Date Nov 2, 2023 | |
| Physical Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | Mailing Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | |

Business Information

| | | |
|---|--|-----------------------------------|
| Doing Business as (blank) | Division Name (blank) | Division Number (blank) |
| Congressional District Texas 31 | State / Country of Incorporation Texas / United States | URL (blank) |

Registration Dates

| | | |
|---------------------------------------|---------------------------------------|--|
| Activation Date Nov 4, 2022 | Submission Date Nov 2, 2022 | Initial Registration Date Dec 21, 2009 |
|---------------------------------------|---------------------------------------|--|

Entity Dates

| | |
|---|---|
| Entity Start Date Jan 1, 1997 | Fiscal Year End Close Date Dec 31 |
|---|---|

Immediate Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78c(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?
No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?
Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?
Not Selected

J
JUDY LANGFORD, Owner
Judy@LCMSINC.com
5124520432

Electronic Business

J
JUDY LANGFORD, Owner
Judy@LCMSINC.com
5124520432

9017 W. State HWY 29
Suite #206
Liberty Hill, Texas 78642
United States

Judy Langford
Judy@lcmsinc.com
5127042040

2901 County Road 175
Leander, Texas 78641
United States

Government Business

J
Judy Langford, Owner
Judy@LCMSINC.com
5124520432

9017 W. State HWY
Suite #206
Liberty Hill, Texas 78642
United States

JUDY LANGFORD
Judy@LCMSINC.com
5124520432

2901 County Road 175
Leander, Texas 78641
United States

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title |
|---------|-------------|-------------|
| | | |

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
|---|---|
| (blank) | (blank) |

Location

| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
|---|---|
| (blank) | (blank) |

Industry-Specific

| Barrels Capacity | Megawatt Hours | Total Assets |
|------------------|----------------|--------------|
| (blank) | (blank) | (blank) |

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



Entities Search Results 1 Total Results

Filter by:

| UEI | Status |
|--------------|----------|
| E9ZTZ6ZKMK51 | active |
| | Inactive |

LANGFORD COMMUNITY MANAGEMENT SERVICES INC • Active Registration

Unique Entity ID: E9ZTZ6ZKMK51

Physical Address:

Expiration Date:

CAGE/NCAGE: 5U3R0

9017 W STATE HIGHWAY 29 STE 206
LIBERTY HILL, TX
78642 USA

Nov 02, 2023

Purpose of Registration:
Federal Assistance Awards

**RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROOF OF PROFESSIONAL LIABILITY COVERAGE)
BEHIND THIS PAGE.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|------------------------|
| PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752 | | CONTACT NAME: Jesus Sanchez PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183 E-MAIL ADDRESS: jsanchez@centralins.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Hartford Lloyds | NAIC # 38253 |
| INSURED Langford Community Management Services, Inc. 9017 W. Hwy 29, Suite 206 Liberty Hill TX 78642 | | INSURER B: Sentinel Ins Co, LTD | 11000 |
| | | INSURER C: Travelers Casualty & Surety Co of America | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 2023/24 GL w/HNO WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

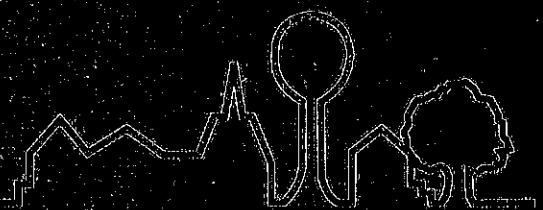
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC JEU-1 | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 5,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | 65WBCAT2987 | 01/09/2023 | 01/09/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Professional Liability | | | 106982718 | 09/18/2022 | 09/15/2023 | Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Deductible \$5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER INSURED'S COPY FOR INFORMATIONAL PURPOSES ONLY | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

PROFESSIONAL SERVICES AGREEMENT
(RFQ 23-059/JW)
APPENDIX E.

LANGFORD



COMMUNITY MANAGEMENT SERVICES



ORIGINAL

**PROFESSIONAL GRANT ADMINISTRATION
SERVICES PROPOSAL FOR
NATIONAL OCEANIC AND
ATMOSPHERIC
ADMINISTRATION**

NOAA-NMFS-HCPO-2023-2008081-NOAA's Transformational Habitat Restoration and Coastal Resilience Grants Under the Bipartisan Infrastructure Law and Inflation Reduction Act

JEFFERSON COUNTY, TEXAS

PROPOSED BY:

Langford Community Management Services
9017 W. Hwy. 29, Suite 206
Liberty Hill, Texas 78642

With satellite offices in:
Beaumont, Magnolia, Stockdale and Harlingen

PROPOSED TO:

Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

Phone: 409-835-8400



Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701

Phone: 409-835-8400
Attn: Jamey.West@jeffcotx.us

RE: Proposal for NOAA-NMFS-HCPO-2023-2008081 - Grant Administration and Project(s) Management

Langford Community Management Services, Inc. (LCMS) is pleased to submit this proposal to provide grant administration and professional management for the NOAA-NMFS-HCPO-2023-2008081 to Jefferson County. We fully understand the proposed scope of work covered by the County's RFP and will review the County's specific needs to identify potential projects that are eligible for funding.

LCMS has the hands-on experience, knowledge, leadership, capacity, and support systems in place to assist you with your grant administration and project management needs.

The principal objective of this solicitation is to support transformational habitat restoration projects that restore marine, estuarine, coastal, or Great Lakes ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote climate-resilient ecosystems, especially in tribal, indigenous, and/or under served communities; and improve economic vitality, including local employment.

We trust this proposal provides all the requested information and see that the LCMS team has an excellent record of performance in providing quality service in grant administration and project management to ensure all state, federal, and local requirements are met while implementing this program.

Please contact me at (512) 452-0432 if you have any questions or require additional information about LCMS to complete your assessment of our capabilities. LCMS values our relationship with the County, and we appreciate your consideration of our proposal. We look forward to hearing from you regarding your review of the proposal and the opportunity to work with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Judy Langford", is written over a printed name and title.

Judy Langford, President/Owner
Langford Community Management Services, Inc.

9017 W. State Hwy 29, Suite 206, Liberty Hill, Texas 78642 512-452-0432

SECTION 1: ADMINISTRATIVE SERVICES

INTRODUCTION

Langford Community Management Services, Inc. (LCMS) has been serving Texas Cities and Counties and their grant writing and administration needs for 40 years. LCMS incorporated as a Women-owned Business Enterprise (WBE) in 1997, having worked with numerous grants since 1983 as a sole proprietorship. LCMS became a certified HUB through the Secretary of State's office and has maintained that certification since 2009. As a Texas "home-grown" business, LCMS has chosen to concentrate in helping to strengthen Texas communities through community and economic development while advocating for affordable housing through local program development and statewide policy changes affecting Texas communities. Judy Langford, President and Owner, is actively engaged in every project we undertake, and will be integrally involved in every step along the way. With our roots in public service, LCMS strives to meet our clients' needs with the recognition that all local governments are in place to assist the public and provide basic services to sustain their communities.

STATEMENT OF QUALIFICATIONS

LCMS brings full-spectrum grant writing and management service with over 39 years of Texas-based grant administration as a firm, with decades of combined experience from our team of grant specialists. LCMS, being created and continued by service-driven individuals, many of whom worked as public servants for many years prior to coming to this job, take very seriously the fact that we are project managers.

LCMS has written and administered millions of dollars in grants and loans from state and federal agencies, including the Texas Department of Agriculture (TDA), General Land Office (GLO), Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Emergency Management (TDEM), Texas Department of Economic Development (TDED), Texas Parks and Wildlife (TPWD), Texas Department of Transportation (TxDOT), Texas Water Development Board (TWDB), Texas Water Commission (now Texas Commission on Environmental Quality-TCEQ), Department of Energy (DOE), State Energy Conservation Office (SECO), Housing and Urban Development (HUD), United States Department of Agriculture (USDA), Texas Historical Commission (THC), U.S. Department of Justice (DOJ), Federal Emergency Management Agency (FEMA) and the Economic Development Administration (EDA).

APPROACH TO PROVIDING SERVICES

LCMS understands the need for the selected consulting firm to administer and manage the County's NOAA program entirely. This is the stance our firm takes on all contracts. LCMS will organize the program in such a way that the County will ultimately be responsible only for internal processes such as final review and approval of the draws. NEPA standards including environmental reviews will be met. LCMS is very experienced with these reviews and the associated processes anticipated by the NOAA grant program. LCMS is also very experienced with Federal Labor Standard Regulations including the Davis-Bacon and Related Acts and will assure compliance with these regulations.

EXPERIENCED IN EXTENSIVE ENVIRONMENTAL REVIEWS AND COASTAL COMMUNITY RESILIENCY

LCMS has written, managed and completed city and county grants since 1983. Within that time, we have assisted numerous communities to complete applications, secure approved funding, administer timely project service, monitor, and successfully close projects in full compliance with state and federal requirements.

LCMS is intricately familiar with Federal grants including Texas Department of Agriculture Disaster Relief funds, General Land Office disaster recovery funds and the Resilient Communities Program, Hazard Mitigation Funds through the Texas Department of Emergency Management, Natural Resource Conservation Services Watershed Protection Grants and combinations of several of the above.

In working closely with many cities and counties during the disaster recovery, hazard mitigation and resiliency, LCMS has developed an extensive knowledge of future resiliency, prevention and recovery programs available and how they may complement each other to best serve the communities and extend available dollars.

EXPERIENCED STAFF

LCMS ranks our employees as our #1 asset. Our work with more than 150 communities would not be possible without the knowledge, experience and skills of our staff members. LCMS has in place a strong team with vast training and experience in the USDA-FS Programs. Our staff members are trained and certified through the Texas Department of Agriculture to be administrators of the TxCDBG Program. Many are CDBG trained for environmental reviews and trained and certified with the Texas Department of Transportation for administration of TxDOT projects.

We are deeply knowledgeable regarding program eligibility and requirements for a wide variety of resiliency project needs including water, sewer, streets, drainage, flood control, wildfire resiliency, coastal protection, public buildings, parks, generators, and other facilities.

We understand what is required to meet local needs for low-to-moderate income neighborhoods, on a system-wide basis, and to support local job creators.

With a staff of 28 service minded individuals, LCMS has the capacity to write and administer additional projects. In Section 5 of our proposal, you will find references from our past and present clients and staff resumes that will provide more information about our staff and the breadth of experience that they bring to the team.



REFERENCES AND EXAMPLES

Bastrop County

LCMS has delivered on over \$1.5 Billion in project delivery oversight and program delivery in Texas, including assisting Bastrop County through the recovery process from 2012 wildfires and floods. LMSs' environmental team worked with U.S. Fish and Wildlife Service and Texas State University to develop and implement best practices for the minimalization of impact to Houston Toads and Toad habitats.



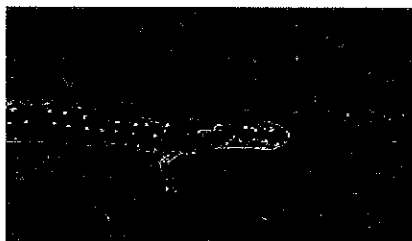
Houston toad Bufo (Anaxyrus)

City of San Marcos - San Marcos TE 2012 Cross Town Pathway - Endangered Species Approval

LCMS worked with the City of San Marcos to construct \$2M bicycle and pedestrian improvements to an existing trail system along the San Marcos River in San Marcos, Hays County, Texas. As the project was along the San Marcos River, the U.S. Fish and Wildlife Service (Service) concurred that the proposed project "may affect, but is not likely to adversely affect" the fountain darter (*Etheostoma fonticola*), San Marcos salamander (*Eurycea nana*), or Texas wild rice (*Zizania texana*), species listed pursuant to the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.). The San Marcos gambusia (*Gambusia georgei*) was previously known from this area, but is now considered extinct. Critical habitat (CH) has been designated for all four of these species and occurs within the proposed project area.



Fountain Darter, (Etheostoma fonticola)



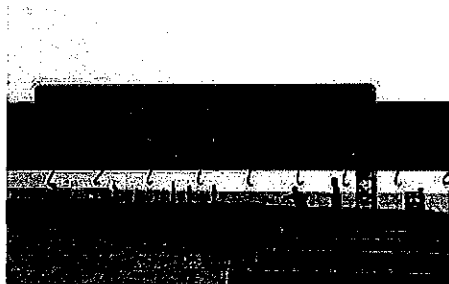
San Marcos Salamander (Eurycea nana)



Texas Wild Rice (Zizania texana)

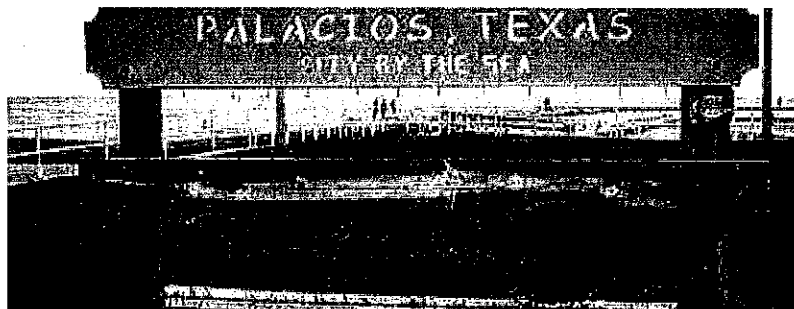
City of Seadrift

LCMS completed a \$1.5 M Flood & Drainage Improvements project through a GLO-DR grant for the City of Seadrift. This project required a detailed environmental study of all endangered coastal species, including birds, migratory birds, fish, mammals, reptiles and amphibians.



City of Palacios

LCMS completed a TxDOT Transportation Alternatives Sidewalk project which provides accessible and safe sidewalks throughout the City of Palacios. A NEPAAssist report was conducted for the project and no major concerns were found in or around the Tres Palacios Bay. The proposed project did not cross any wetlands listed in the National Wetland inventory. Palacios is located with the Texas Coastal Zone Management area and the Texas Coastal Management Program was contacted and consulted for project activities.



Langford Community Management Services Grant Management Experience

| YEAR | CLIENT | AMOUNT | YEAR | CLIENT | AMOUNT |
|------|------------------|---------------|------|-----------------|-----------------|
| 2012 | Florence | \$ 275,000.00 | 2014 | Stockdale | \$ 275,000.00 |
| 2012 | Florence | \$ 327,500.00 | 2014 | Weimer | \$ 350,000.00 |
| 2012 | Gatesville | \$ 75,000.00 | 2014 | West | \$ 274,999.00 |
| 2012 | Harker Heights | \$ 350,000.00 | 2015 | Buda | \$ 430,377.00 |
| 2012 | La Coste | \$ 275,000.00 | 2015 | Hays County | \$ 2,349,747.00 |
| 2012 | Live Oak Colonia | \$ 500,000.00 | 2015 | Hays County | \$ 5,003,006.00 |
| 2012 | Live Oak Colonia | \$ 300,000.00 | 2015 | Lyford B-116 | \$ 1,000,000.00 |
| 2012 | Marble Falls | \$ 275,000.00 | 2015 | Lyford B-118 | \$ 433,375.00 |
| 2012 | Pleasanton | \$ 275,000.00 | 2015 | Uhland | \$ 277,388.00 |
| 2012 | Wilson County | \$ 350,000.00 | 2015 | Bastrop County | \$ 275,000.00 |
| 2013 | Bartlett | \$ 275,000.00 | 2015 | Charlotte | \$ 275,000.00 |
| 2013 | Charlotte | \$ 275,000.00 | 2015 | Devine | \$ 275,000.00 |
| 2013 | Devine | \$ 275,000.00 | 2015 | Elgin | \$ 275,000.00 |
| 2013 | Granite Shoals | \$ 275,000.00 | 2015 | Flatonia | \$ 275,000.00 |
| 2013 | Hondo | \$ 275,000.00 | 2015 | Harker Heights | \$ 275,000.00 |
| 2013 | La Grange | \$ 275,000.00 | 2015 | City of Hondo | \$ 275,000.00 |
| 2013 | Lyford | \$ 215,382.00 | 2015 | Karnes County | \$ 275,000.00 |
| 2013 | Lyford D | \$ 350,000.00 | 2015 | Lyford | \$ 230,870.00 |
| 2013 | Moody | \$ 300,000.00 | 2015 | Poteet | \$ 275,000.00 |
| 2013 | Nixon | \$ 275,000.00 | 2015 | Rockdale | \$ 275,000.00 |
| 2013 | Poteet | \$ 275,000.00 | 2015 | Stockdale | \$ 275,000.00 |
| 2013 | Refugio County | \$ 300,000.00 | 2015 | Taylor | \$ 350,000.00 |
| 2013 | Runge | \$ 275,000.00 | 2015 | Taylor | \$ 82,203.00 |
| 2013 | Taylor-Wilco | \$ 300,000.00 | 2016 | Bastrop County | \$ 447,748.00 |
| 2013 | Three Rivers | \$ 300,000.00 | 2016 | Lee County | \$ 2,020,000.00 |
| 2014 | Bandera | \$ 275,000.00 | 2016 | Bandera | \$ 275,000.00 |
| 2014 | Bertram | \$ 275,000.00 | 2016 | Barlett | \$ 275,000.00 |
| 2014 | Christine | \$ 275,000.00 | 2016 | Bastrop Coumnty | \$ 350,000.00 |
| 2014 | Gatesville | \$ 275,000.00 | 2016 | Blanco | \$ 275,000.00 |
| 2014 | Hallettsville | \$ 275,000.00 | 2016 | Chico | \$ 275,000.00 |
| 2014 | Hays County | \$ 275,000.00 | 2016 | Eastland County | \$ 350,000.00 |
| 2014 | Jourdanton | \$ 275,000.00 | 2016 | Falls County | \$ 275,000.00 |
| 2014 | Karnes County | \$ 275,000.00 | 2016 | Fayette County | \$ 87,271.00 |
| 2014 | Kenedy | \$ 275,000.00 | 2016 | Florence | \$ 275,000.00 |
| 2014 | La Coste | \$ 275,000.00 | 2016 | Gatesville | \$ 500,000.00 |
| 2014 | Lampasas | \$ 275,000.00 | 2016 | Glen Rose | \$ 275,000.00 |
| 2014 | Lyford | \$ 26,743.00 | 2016 | Granite Shoals | \$ 275,000.00 |
| 2014 | Martindale | \$ 275,000.00 | 2016 | Kenedy | \$ 275,000.00 |
| 2014 | Rockdale | \$ 275,000.00 | 2016 | Marble Falls | \$ 275,000.00 |
| 2014 | Schulenberg | \$ 150,000.00 | 2016 | Martindale | \$ 350,000.00 |
| 2014 | Smithville | \$ 275,000.00 | 2016 | Meridian | \$ 300,000.00 |

Langford Community Management Services Grant Management Experience

| YEAR | CLIENT | AMOUNT | YEAR | CLIENT | AMOUNT |
|------|-----------------|-----------------|------|-----------------|-----------------|
| 2016 | Natalia | \$ 50,000.00 | 2017 | Thrall | \$ 300,000.00 |
| 2016 | Nixon | \$ 275,000.00 | 2017 | Uhland | \$ 40,000.00 |
| 2016 | Runge | \$ 275,000.00 | 2018 | Atascosa County | \$ 275,000.00 |
| 2016 | Smiley | \$ 275,000.00 | 2018 | Bandera | \$ 275,000.00 |
| 2016 | Stockdale | \$ 350,000.00 | 2018 | Bastrop | \$ 300,000.00 |
| 2016 | Tolar | \$ 275,000.00 | 2018 | Devine | \$ 275,000.00 |
| 2016 | Uhland | \$ 275,000.00 | 2018 | Eastland County | \$ 500,000.00 |
| 2016 | Wilson County | \$ 350,000.00 | 2018 | Eastland County | \$ 350,000.00 |
| 2017 | Bastrop County | \$ 2,015,856.00 | 2018 | Fayette County | \$ 300,000.00 |
| 2017 | Bastrop County | \$ 1,632,148.00 | 2018 | Fayetteville | \$ 300,000.00 |
| 2017 | Caldwell County | \$ 1,000,000.00 | 2018 | Floresville | \$ 275,000.00 |
| 2017 | Caldwell County | \$ 1,458,279.00 | 2018 | Hallettsville | \$ 275,000.00 |
| 2017 | Goliad County | \$ 1,583,333.00 | 2018 | Jourdanton | \$ 275,000.00 |
| 2017 | Goliad County | \$ 723,030.00 | 2018 | Karnes County | \$ 275,000.00 |
| 2017 | Gonzalez County | \$ 1,667,714.00 | 2018 | La Coste | \$ 275,000.00 |
| 2017 | Gonzalez County | \$ 903,466.00 | 2018 | Lampasas | \$ 275,000.00 |
| 2017 | Hallettsville | \$ 279,939.00 | 2018 | Lyford | \$ 275,000.00 |
| 2017 | Karnes County | \$ 1,725,606.00 | 2018 | Moulton | \$ 275,000.00 |
| 2017 | Karnes County | \$ 74,177.00 | 2018 | Pleasanton | \$ 275,000.00 |
| 2017 | Lee County | \$ 286,021.00 | 2018 | Poth | \$ 275,000.00 |
| 2017 | Lee County | \$ 1,000,000.00 | 2018 | Schulenberg | \$ 300,000.00 |
| 2017 | Moulton | \$ 263,295.00 | 2018 | Smiley | \$ 275,000.00 |
| 2017 | Nixon | \$ 671,903.00 | 2018 | Uhland | \$ 300,000.00 |
| 2017 | Shiner | \$ 272,693.00 | 2018 | Taylor | \$ 500,000.00 |
| 2017 | Smiley | \$ 595,907.00 | 2018 | Florence | \$ 750,000.00 |
| 2017 | Yoakum | \$ 1,416,383.00 | 2018 | Floresville | \$ 500,000.00 |
| 2017 | Bastrop County | \$ 242,902.00 | 2018 | Liberty Hill | \$ 1,243,165.00 |
| 2017 | Bertram | \$ 300,000.00 | 2019 | Bastrop County | \$ 300,000.00 |
| 2017 | Charlotte | \$ 275,000.00 | 2019 | Burnet County | \$ 350,000.00 |
| 2017 | Cisco | \$ 275,000.00 | 2019 | Charlotte | \$ 275,000.00 |
| 2017 | Cisco | \$ 350,000.00 | 2019 | Flatonia | \$ 300,000.00 |
| 2017 | Eastland County | \$ 275,000.00 | 2019 | Florence | \$ 300,000.00 |
| 2017 | Flatonia | \$ 45,000.00 | 2019 | Granite Shoals | \$ 300,000.00 |
| 2017 | Hays County | \$ 300,000.00 | 2019 | Hondo | \$ 275,000.00 |
| 2017 | Hondo | \$ 275,000.00 | 2019 | Lexington | \$ 300,000.00 |
| 2017 | La Grange | \$ 300,000.00 | 2019 | McLennan County | \$ 300,000.00 |
| 2017 | Natalia | \$ 275,000.00 | 2019 | Poteet | \$ 275,000.00 |
| 2017 | Rockdale | \$ 275,000.00 | 2019 | Rockdale | \$ 275,000.00 |
| 2017 | Runge | \$ 275,000.00 | 2019 | Runge | \$ 275,000.00 |
| 2017 | Smithville | \$ 300,000.00 | 2019 | Stockdale | \$ 275,000.00 |
| 2017 | Stockdale | \$ 275,000.00 | 2019 | Liberty Hill | \$ 500,000.00 |

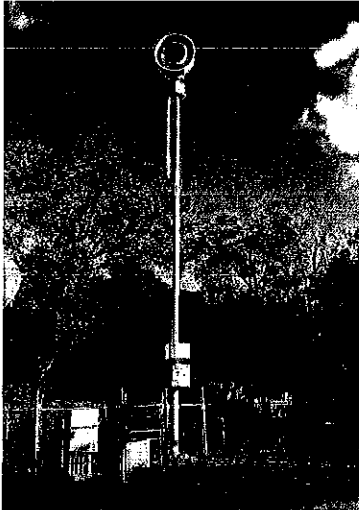
Langford Community Management Services Grant Management Experience

| YEAR | CLIENT | AMOUNT | YEAR | CLIENT | AMOUNT |
|------|-----------------|------------------|------|---------------------|------------------|
| 2019 | Florence | \$ 300,000.00 | 2020 | Eastland County | \$ 9,805,900.00 |
| 2019 | Granite Shoals | \$ 300,000.00 | 2020 | Gonzales County | \$ 6,071,588.57 |
| 2019 | Hondo | \$ 275,000.00 | 2020 | Hallettsville | \$ 9,882,441.85 |
| 2019 | Lexington | \$ 300,000.00 | 2020 | Ivanhoe | \$ 11,472,116.80 |
| 2019 | McLennan County | \$ 300,000.00 | 2020 | Kenedy | \$ 43,040,897.00 |
| 2019 | Poteet | \$ 275,000.00 | 2020 | Lexington | \$ 6,393,661.50 |
| 2019 | Rockdale | \$ 275,000.00 | 2020 | Martindale | \$ 6,678,027.21 |
| 2019 | Runge | \$ 275,000.00 | 2020 | Moulton | \$ 4,298,611.68 |
| 2019 | Stockdale | \$ 275,000.00 | 2020 | Nixon | \$ 3,592,211.82 |
| 2019 | Liberty Hill | \$ 500,000.00 | 2020 | Rockdale | \$ 4,417,469.03 |
| 2019 | Taylor | \$ 40,000.00 | 2020 | San Patricio County | \$ 15,435,182.60 |
| 2019 | Taylor | \$ 70,000.00 | 2020 | Seadrift | \$ 4,850,939.04 |
| 2019 | Corpus Christi | \$ 3,000,000.00 | 2020 | Seguin | \$ 37,861,885.50 |
| 2020 | Blanco | \$ 275,000.00 | 2020 | Smithville | \$ 12,966,041.00 |
| 2020 | Bynum | \$ 275,000.00 | 2020 | Uhland | \$ 11,851,660.80 |
| 2020 | Devine | \$ 275,000.00 | 2020 | Yoakum | \$ 8,143,545.20 |
| 2020 | Falls County | \$ 275,000.00 | 2020 | Yoakum | \$ 4,960,187.10 |
| 2020 | Floresville | \$ 275,000.00 | 2020 | Comanche | \$ 150,000.00 |
| 2020 | Hallettsville | \$ 275,000.00 | 2020 | Taylor | \$ 107,351.00 |
| 2020 | Hitchcock | \$ 408,940.00 | 2020 | Bandera | \$ 150,000.00 |
| 2020 | Iredell | \$ 275,000.00 | 2020 | Stockdale | \$ 150,000.00 |
| 2020 | Jourdanton | \$ 275,000.00 | 2020 | La Grange | \$ 750,000.00 |
| 2020 | Karnes County | \$ 500,000.00 | 2020 | Salado | \$ 150,000.00 |
| 2020 | Karnes County | \$ 275,000.00 | 2020 | Tomball | \$ 750,000.00 |
| 2020 | La Coste | \$ 275,000.00 | 2020 | Atascosa County | \$ 461,460.00 |
| 2020 | La Grange | \$ 275,000.00 | 2020 | Caldwell County | \$ 890,595.00 |
| 2020 | Lampasas | \$ 275,000.00 | 2020 | Goliad County | \$ 308,148.00 |
| 2020 | Los Indios | \$ 275,000.00 | 2020 | Kenedy County | \$ 295,360.00 |
| 2020 | Lyford | \$ 275,000.00 | 2020 | Lee County | \$ 461,460.00 |
| 2020 | Marble Falls | \$ 275,000.00 | 2020 | Marble Falls | \$ 2,500,000.00 |
| 2020 | Meridian | \$ 275,000.00 | 2020 | Seguin | \$ 860,000.00 |
| 2020 | Moody | \$ 275,000.00 | 2020 | Bandera | \$ 275,000.00 |
| 2020 | Nixon | \$ 275,000.00 | 2020 | Bee County | \$ 275,000.00 |
| 2020 | Pleasanton | \$ 275,000.00 | 2020 | Bertram | \$ 275,000.00 |
| 2020 | Santa Rosa -DRP | \$ 275,000.00 | 2021 | Buckholts | \$ 2,922,456.00 |
| 2020 | Schulenburg | \$ 275,000.00 | 2021 | Lexington | \$ 2,297,000.00 |
| 2020 | Thrall | \$ 275,000.00 | | | |
| 2020 | Austin County | \$ 36,937,293.90 | | | |
| 2020 | Bastrop County | \$ 4,240,329.20 | | | |
| 2020 | Caldwell County | \$ 17,460,036.00 | | | |
| 2020 | Eastland County | \$ 9,999,140.72 | | | |

SECTION 2: EXPERIENCE AND PERFORMANCE

WORK PERFORMANCE

LCMS brings full-spectrum grant writing and management service and has excelled in the grant administration and project management grants.

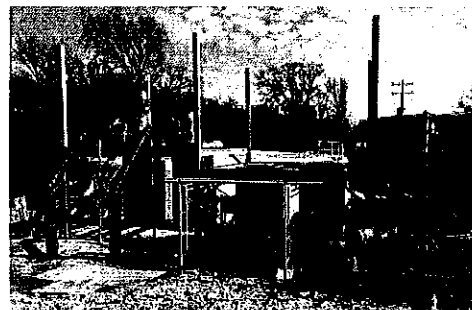


LCMS will work together with the County through every step of the NOAA-NMFS-HCPO-2023-2008081 grant process, ensuring that the County's priorities and goals are considered and successfully achieved.

Years of program experience and an organized approach allows LCMS to produce real, cost-effective results. We will tailor the process to your needs while following the program-specific guidelines.

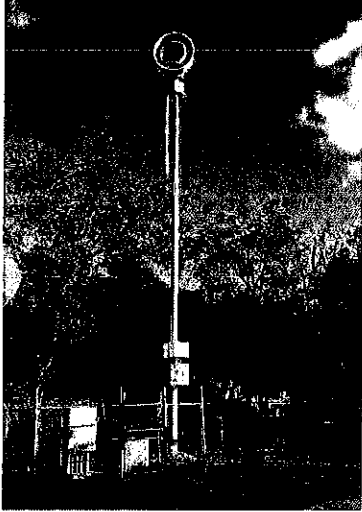
A grant administrator is primarily responsible for coordinating and expediting all grant activities. We strive to remain a cooperative, informed, and active member of your project implementation team. As such, we help keep projects on track and on time. Our core tasks include:

- Maintain regular contact with the the local contact person, and contractors,
- Provide project contractors with an instruction and forms packet so they know up- front what information is required by NOAA,
- Assist in processing all invoices, contracts, and change orders received from the project contractors,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in project activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies; and
- Assist you in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.



WORK PERFORMANCE

LCMS brings full-spectrum grant writing and management service and has excelled in the grant administration and project management of NOAA-NMFS-HCPO grants.

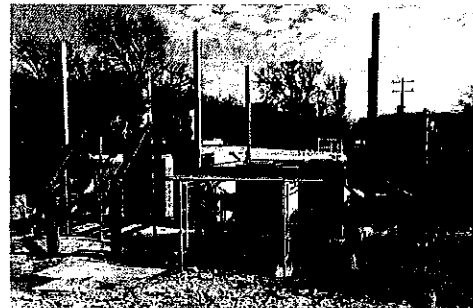


LCMS will work together with the County through every step of the NOAA-NMFS-HCPO grant process, ensuring that the County's priorities and goals are considered and successfully achieved.

Years of grant program management experience and an organized approach allows LCMS to produce real, cost-effective results. We will tailor the process to your needs while following the program-specific guidelines.

A grant administrator is primarily responsible for coordinating and expediting all grant activities. We strive to remain a cooperative, informed, and active member of your project implementation team. As such, we help keep projects on track and on time. Our core tasks include:

- Maintain regular contact with the project engineer, the local contact person, and construction contractors,
- Provide project engineers with an instruction and forms packet so they know upfront what information is required by the state agency,
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies; and
- Assist you in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.



WHY LCMS?

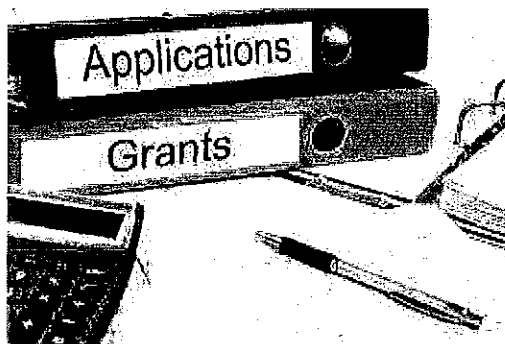
| | |
|--|---|
| <p>HANDS-ON EXPERIENCE WITH NOAA APPROVAL PROCESSES</p> | <ul style="list-style-type: none"> • LCMS brings knowledge and experience as a Grant Administrator and Environmental Service Provider for over 150 Counties and Cities in Texas. • Members of our project team have personally developed Procedures and Approval Processes still used in Grantee programs today. • We have qualified projects and implemented audit-approved services for every community we have had the pleasure to serve. |
| <p>COLLABORATIVE COMMUNICATION</p> | <ul style="list-style-type: none"> • LCMS lives by a "no surprises" philosophy; we ensure prompt communication and risk management advice on all issues that are important to our clients. • It is always our mission to be proactive in identifying solutions and keep the production pipeline and performance benchmarks in sight. |
| <p>ACQUISITION EXPERTISE</p> | <ul style="list-style-type: none"> • LCMS has assisted hundreds of Texas residents to qualify for buyout assistance reducing the risk of loss from future storms. • We stand ready to assist in following the rules and regulation related to the Uniform Relocation Act (e.g., 42 U.S.C. Chapter 61 and 49 C.F.R. Part 24). |
| <p>HIGH QUALITY PERFORMANCE</p> | <ul style="list-style-type: none"> • Integrity is the backbone of the LCMS commitment to deliver quality work over the long term. • Our goal from the outset is to complete a program in the most cost-efficient manner possible. |
| <p>COMPLIANCE</p> | <ul style="list-style-type: none"> • LCMS-administered projects have had zero findings and zero concerns when audited by any State or Federal agencies. |
| <p>PROVEN PROJECT MANAGEMENT</p> | <ul style="list-style-type: none"> • LCMS has delivered on over \$1.5 Billion in project delivery oversight and program delivery in Texas, including assisting cities and counties with extensive environmental and resiliency efforts. • LCMS maintains communication with staff and local officials, which is integral to project success. |

LCMS provides a proven, experienced team to perform the administrative duties as set forth in the NOAA-NMFS-HCPO-2023-2008081 Scope of Work including the functions and key tasks in the table below:

| Functions & Key Tasks | |
|--|--|
| Administrative Duties | |
| <ul style="list-style-type: none"> ✓ Program compliance ✓ Establishing and maintaining financial processes ✓ Establishing and maintaining a record- keeping system ✓ Resolution of monitoring and audit findings (if any) ✓ Serve as the monitoring liaison ✓ Assist with the resolution of any third- party claims | <ul style="list-style-type: none"> ✓ Report suspected fraud to NOAA-NMFS-HCPO submit timely responses to the County and/or NOAA for additional information when required ✓ Complete draw requests with supporting documents, ✓ Facilitate outreach efforts ✓ Application intake and eligibility review ✓ Perform any other administrative duties required to deliver the project NOAA-NMFS-HCPO's system of records and submit change requests as necessary |
| Acquisition Tasks | |
| <ul style="list-style-type: none"> ✓ Acquisition Activities ✓ Submit acquisition reports and related docs | <ul style="list-style-type: none"> ✓ Maintain acquisition files ✓ Uniform Relocation Act |
| Environmental Services | |
| <ul style="list-style-type: none"> ✓ Review each project for: Exempt, Categorical Exclusion not Subject to 58.5, Environmental Assessment, and Environmental Impact Statement ✓ Prepare and submit environmental forms to support findings ✓ Consult & coordinate with oversight/regulatory agencies ✓ Prepare all responses to comments ✓ Prepare and submit publication for all public notices, not limited to the FONSI ✓ Advise and complete environmental re- evaluations per CFR 58.47 when needed | <ul style="list-style-type: none"> ✓ Perform special studies, additional assessments, or permitting to secure environmental clearance ✓ Maintain close coordination with local officials, project engineers, and project teams ✓ Complete and submit Environmental Review for NOAA-NMFS-HCPO's system of record ✓ Complete site visit and field observation report ✓ Provide documentation of clearance Prepare and submit monthly status reports and participate in regularly scheduled meetings |

GRANT ADMINISTRATION SERVICES

The LCMS Team offers broad and extensive experience and knowledge of Grant Program rules and requirements. We have assembled a highly qualified team of professionals with over 125 years of combined experience and knowledge in the administration and implementation of funded projects. Our team members have proven track records of providing high-quality administrative services, effective project management, delivery, monitoring and oversight in compliance with applicable Federal rules and regulations.



| Key Benefits to the County |
|--|
| Our team includes experienced employees from GLO, Gulf Coast Community Protection and Recovery District (GCCPRD), TDEM's Hazard Mitigation Planning, GLO, LHMPP and Resilient Communities Programs. |
| Highly qualified team of professionals with over 125 years of combined experience covering all aspects of federal and state grant management |
| On-site staff certified in both the Local Government Project Procedures and the Environmental Process for Local Governments |
| Texas based team with and in-depth understanding of Federal and Texas statutes and regulations, including procurement requirements in 2 CFR 200 |
| Experience with water, sewer, streets, housing reconstruction and planning |

APPLICATION PREPARATION

Pre-Funding

LCMS implements a data-driven approach to ensure identified grant opportunities match the individual needs of the County and its coastal restoration and habitat preservation goals. We have proven procedures to guide you through the application requirements including open and inclusive citizen participation procedures. Through our work with Texas communities we have assisted impacted cities and counties to navigate the competitive applications for Hurricanes Ike and Dolly, 2015 Floods, 2016 Floods, Hurricane Harvey application, and other resiliency projects such as NOAA-NMFS-HCPO.

**Step 1: Assess current needs.**

We serve our communities with the full picture of local and jurisdictional resiliency in mind. You know best which projects the County needs to strengthen the community for the future. And we know that a myriad of available grants can be pieced together to fund those projects. Through LCMS's extensive experience with disaster and resiliency funding and other available annual grants, we will help guide you to a plan that puzzles together the funds that earn you the "most bang for the buck."

Step 2: Align project needs with NOAA requirements.

LCMS will gather the necessary data and information to ensure eligibility with and conformance with NOAA's national objective. We will assist the County in the development of project scopes that meet NOAA's eligibility requirements. We will assist the County in the development of project scopes that meet NOAA's eligibility requirements.

Step 3: Prepare a grant application.

Per NOAA's action plan, each proposed project application must describe how the proposed project will restore marine, estuarine, and coastal ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. LCMS will ensure these projects align with other planned capital improvements and promote community-level and regional planning for current and future resiliency efforts and additional mitigation investments. Our thorough knowledge of local, state, and federal agency requirements, and application processes will help the County swiftly and proficiently complete the application. LCMS will work with the County to plan and manage eligible projects.

Step 4: Submit a compliant application.

NOAA application requirements involve close attention and meticulous review. Once the application has been prepared, LCMS will conduct a thorough quality review of the application questionnaire and supporting documentation and collaborate closely with the County to resolve any final concerns before submission.

Per NOAA’s Action Plan, the primary objective is to restore marine, estuarine, coastal ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote climate-resilient ecosystems, especially in tribal, indigenous, and/or under served communities; and improve economic vitality, including local employment. LCMS will prepare all necessary application documents needed to qualify projects. Our thorough knowledge of local, state and federal agency requirements, and application processes will help the County swiftly and proficiently complete the application.

Program application.

- Develop thorough, detailed applications that meet or exceed NOAA’s expectations.
- Review documentation in order to avoid potential duplication of benefits issues.
- Satisfy all NOAA Requests for Information (RFIs).

PLAN DEVELOPMENT

Post-Funding Services

Our approach to plan development is based on our significant relevant experience in designing, implementing, and supporting NOAA projects coastal rehabilitation and resiliency, environmental studies, project, and planning activities. Our experience allows us to incorporate up-front the invaluable lessons learned and best practices we’ve picked up over the years. LCMS works in a collaborative manner that ensure all voices are heard, perspectives included, and there are no surprises in the end. Our plan development follows the key steps outlined in following table:

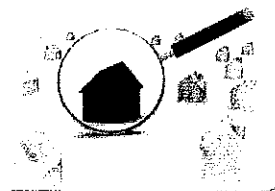
| Set roles and responsibilities | Discuss and prioritize goals | Define deliverables and deadlines |
|--|---|---|
| The key to a successful plan is a common understanding of what roles are involved and who fills those roles. We like to set expectations up front to facilitate smooth implementation. | Approved projects will have a clear objective. By setting goals and priority activities, our teams can work in concert to accomplish set goals and align resources appropriately. | Disaster Recovery adheres to a strict contractual timeline. We’ll review NOAA milestones and work with you to define the subtasks that support the timely delivery of those milestones. |

In accordance with 24 CFR part 58, LCMS will complete environmental reviews at the appropriate level for non-housing projects. Non-housing projects will likely fall under 24 CFR part 58.34 - Exempt Activities, 24 CFR part 58.35 (a) – Categorical Exclusions subject to 58.5, 24 CFR part 58.35 (b) – Categorical Exclusions not subject to 58.5, and 24 CFR part 58.36 – Environmental Assessments. Environmental Impact Statements (EIS) are an additional level of environmental review but are only appropriate for projects with extreme environmental impacts. They are costly and time intensive.

The LCMS team offers a complete perspective for NOAA environmental compliance. LCMS has completed over 1000 environmental reviews for grantees on the Hurricane Ike and Dolly disaster recovery program, Texas Department of Agriculture TxCDBG Program and Wildfire's I & II recovery. All sites will be evaluated for environmental compliance with all applicable laws, regulations, and Executive Orders. Reviews will be conducted in accordance with all laws, regulations, and Executive Orders.

REAL PROPERTY ACQUISITION/URA

LCMS has helped hundreds of homeowners to qualify for federal grant buyout. We will work with your community to develop and implement the appropriate procedures and management structure based on a strategic approach to mitigation activities for the future. Under Hurricane Harvey rules, eligible homeowners may sell their home to a local government at a pre-storm or post-storm fair market value and move out of harm's way by relocating outside of a floodplain to a lower-risk area. We follow Uniform Relocation Act requirements.



Our grant specialists are here to offer guidance on rules of application based on the distinction between mandatory and voluntary participation in federal grant assistance programs.

CONSTRUCTION MANAGEMENT

LCMS will compile, collate and complete contract/bid packages; monitor, report and evaluate contractor's performance; and assist with project activity draws/close out. All necessary documentation as required by NOAA will be submitted through the agency's system of record. We will assist the County with the Architectural and Engineering processes through the chosen system of record for approval. Contractor reassignment of scope alignment will be completed as necessary.

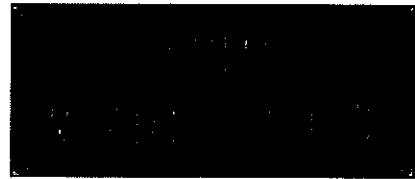
FAIR HOUSING/EQUAL OPPORTUNITY

LCMS staff is trained to assist communities with conducting an Analysis of Impediments (AI) study to identify impediments to fair housing choices within the jurisdiction and take appropriate actions to overcome the effects of any impediments identified and maintain records reflecting both the analysis and actions taken in this regard. LCMS also has a wealth of experience working with citizens, stakeholders, engineers, city and county personnel, and contractors to administer, manage, and deliver grant funded projects.

As Section 3 participation and Fair Housing Opportunities have become critical to NOAA, LCMS has kept our clients updated on all program compliance. We have assisted in the development and implementation of Section 3 plans and the completion of Fair Housing AI studies. We will provide technical assistance and policy expertise to review the County's policies and assure compliance with NOAA's requirements as part of the identified scope of work.

AUDIT/CONTRACT CLOSE-OUT ASSISTANCE

We always begin with the end in mind. From the beginning of the program we work with you to build your program records and files in an audit-ready fashion that streamlines closeout activity. We follow NOAA guidelines for final grant closeout. LCMS will administer through to completion and monitoring, the projects developed and submitted to NOAA during the Pre-Funding Services. LCMS will follow all NOAA program requirements.



Per NOAA-NMFS-HCPO-2023-2008081 application guide, each proposed project application must describe how the proposed projects will: support transformational habitat restoration project(s) that restore marine, estuarine, coastal ecosystems using approaches that enhance community ecosystem resilience to climate hazards. LCMS will prepare all necessary application documents needed to qualify projects. Our thorough knowledge of local, state and federal agency requirements, and application processes will help the County swiftly and proficiently complete the application.

Program application:

- Develop a detailed NOAA-NMFS-HCPO application that meet or exceed NOAA's expectations.
- Review documentation in order to avoid potential duplication of benefits issues.
- Satisfy all NOAA Requests for Information (RFIs) as required.

PLAN DEVELOPMENT

Post-Funding Services

Our approach to plan development is based on our significant relevant experience in designing, implementing, and supporting NOAA projects. Our experience allows us to incorporate up-front the invaluable lessons learned and best practices we've picked up over the years. LCMS works in a collaborative manner that ensure all voices are heard, perspectives included, and there are no surprises in the end. Our plan development follows the key steps outlined in following table:

| Set roles and responsibilities | Discuss and prioritize goals | Define deliverables and deadlines |
|--|---|--|
| The key to a successful plan is a common understanding of what roles are involved and who fills those roles. We like to set expectations up front to facilitate smooth implementation. | Approved projects will have a clear objective. By setting goals and priority activities, our teams can work in concert to accomplish set goals and align resources appropriately. | Adhere to all contractual timelines. We'll review NOAA milestones and work with you to define the subtasks that support the timely delivery of those milestones. |

PROJECT MANAGEMENT



LCMS will administer through completion and monitoring, the projects developed and submitted to NOAA-NMFS-HCPO-2023-2008081 during the Pre-Funding Services. We will follow all NOAA-NMFS-HCPO-2023-2008081 Program requirements. Langford, being created and continued by service-driven individuals, many of whom worked as public servants for many years prior to coming to this job, take very seriously the fact that we are project managers. Grant administration requires watching over the regulations and following the rules, which we do for the communities, but to be a project manager, you must become part of the project itself, pushing the people and the project to fruition.

This requires the management of multiple initiatives and activities simultaneously with delivery systems that provide for transparency, program development, and financial control. We become very much a part of the fabric of the organization, attending meetings in person anywhere from weekly to monthly. We frequently are the organizing entity for meetings, conference calls, emails and letters to keep projects running timely and in compliance with contractual benchmarks.

Furthermore, LCMS is the Labor Standards Officer for all NOAA-NMFS-HCPO-2023-2008081 projects we administer. LCMS participates in every Pre-project Conference held for every project with the following discussed at each:

- The Davis-Bacon Act (DBA), which specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project,
- The Copeland Act, which prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis,
- Contract Work Hours Safety Standards Act (CWHSSA), which sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours, and the
- Fair Labor Standards Act (FLSA), which sets the requirement for payment of minimum wages, maximum hours, overtime pay, child labor standards, and prohibits wage discrimination based on sex.

Project contracts, which we review, include the above and the requirements to follow the regulations regarding conflict of interest, Executive Order 11246, EEO, Clean Air and Water Acts, Goals for Minority Participation in the Industry and Fair Labor Standards Compliance. Section 3 is called out in all bid notices, bid packages and contracts. Section 3 requires the hiring of persons or companies that qualify as low-to-moderate income to the greatest extent feasible.

We have assisted numerous cities and counties in creating and passing Section 3 Policies. Title VI of the Civil Rights Act prohibits discrimination based on race, color and national origin.

FINANCIAL MANAGEMENT

LCMS has expert knowledge of financial management requirements including internal financial controls, procurement procedure, and cost reasonableness standards as required by 2 CFR 200. We offer sound guidance based on experience to guide you through day-to-day financial management activities of grant management, ensure the accuracy of the accounting records, and ensure adherence to timely financial reporting requirements. Accounting methods should, at a minimum, satisfy such requirements as may be prescribed by federal or state laws, regulations or guidelines.

ENVIRONMENTAL REVIEW USDA-FS COMPLIANCE

LCMS is a Grant Administrator (GA) and Environmental Services Provider (ESP). The LCMS team was one of the first approved GA and ESP service providers for the Texas CDBG-MIT program while under the Texas Department of Rural Affairs (TDRA) and has continued the relationship with the General Land Office (GLO) since the agency took over management of the program.



In accordance with 24 CFR part 58, LCMS will complete environmental reviews at the appropriate level for non-housing projects. Non-housing projects will likely fall under 24 CFR part 58.34 - Exempt Activities, 24 CFR part 58.35 (a) – Categorical Exclusions subject to 58.5, 24 CFR part 58.35 (b) – Categorical Exclusions not subject to 58.5, and 24 CFR part 58.36 – Environmental Assessments. Environmental Impact Statements (EIS) are an additional level of environmental review but are only appropriate for projects with extreme environmental impacts. They are costly and time intensive.

The LCMS team offers a complete perspective for environmental compliance. LCMS has completed over 1000 environmental reviews for grantees on the Hurricane Ike and Dolly disaster recovery program, Texas Department of Agriculture TxCDBG Program and Wildfire's I & II recovery. All sites will be evaluated for environmental compliance with all applicable laws, regulations, and Executive Orders. Reviews will be conducted in accordance with all laws, regulations, and Executive Orders.

PROJECT MANAGEMENT

LCMS will compile, collate and complete contract/bid packages; monitor, report and evaluate contractor's performance; and assist with project activity draws/close out. All necessary documentation as required by NOAA-NMFS-HCPO-2023-2008081 will be submitted through the agency's system of record. We will assist the County and with any Architectural and Engineering processes through the chosen system of record for approval. Contractor reassignment of scope alignment will be completed as necessary.

AUDIT/CONTRACT CLOSE-OUT ASSISTANCE

We always begin with the end in mind. From the beginning of the program we work with you to build your program records and files in an audit-ready fashion that streamlines closeout activity. We follow USDA-FS guidelines for final grant closeout. LCMS will administer through to completion and monitoring, the projects developed and submitted to USDA - FS during the Pre-Funding Services. LCMS will follow all program requirements.



SECTION 4: PROPOSED COST OF SERVICES

The NOAA Project Delivery fees are listed below

While some competitors may propose costs lower than the allowed amount to "score higher", LCMS is continuing to propose the allowable costs listed below based on the allocated amount to provide you with the best customer service and experienced staff in working on NOAA grants. Therefore, our proposed cost is up to 13% of the award amount.

We encourage you to reach out to our current or former clients for references on our work performance.

Project delivery (PD) fees are capped at 13% dependent upon the NOAA-NMFS-HCPO-2023-2008081 award amount and the type of project(s). Project delivery fees are capped at maximum rates based on the fixed rate pricing limits as follows:

| Total CWDG-SGSF Award | Percentage Cap |
|------------------------------|-----------------------|
| \$249,999.99 or less | 13% |
| \$250,000.00 - \$749,999.99 | 11% |
| \$750,000.00 - \$999,999.99 | 10% |
| \$1 million - \$10 million | 8% |



REFERENCES AND REQUIREMENTS

1. Bastrop County

Clara Beckett, County Commissioner, Precinct 2

Contact Number: (512) 581-4002

clara.beckett@co.bastrop.tx.us

Grant Funding: GLO

Projects: Langford Community Management has assisted Bastrop County with several projects including the following: Wildfire (2012), Fire Station, Ingress and Egress, and currently a drainage project through CDBG-MIT.

Amount of secured funding: \$34 million

2. City of Seguin

Steve Parker – City Manager

Contact Number: (830)379 – 3212

Grant Funding: GLO-CDBG MIT and EDA

Projects: Langford Community Management Services is currently working with the City on a city-wide drainage and street improvement project that is estimated to be approximately \$38 million. These projects will increase/install detention basins, replace low-water crossings with all-water crossings and bridges, and install an underground stormwater conveyance system and drainage network.

Amount of funding secured: \$38.6 Million

3. Karnes County

Wade J. Hedtke – County Judge

Contact Number: (830) 780-3732

Wade.hedtke@co.karnes.tx.us

Grant Funding: Texas Water Development Board & Community Development Block Grants

Projects: Langford Community Management Services has implemented projects designed to improve water infrastructure including water lines, drainage improvements along roadways, and a bridge in the City of Runge. The County is also working with LCMS with implementing a drainage study that is being funded by the Texas Water Development Board.

Amount of funding secured: \$3.5 Million

4. Gonzales County**Patrick C. Davis – County Judge****Contact Number: (830) 672-2327****CJadmin@co.gonzales.tx.us****Grant Funding:** Community Development Block Grants

Projects: Langford Community Management Services has implemented several projects with Gonzales County including various communication towers and generators. The current GLO mitigation grant will install two towers, one master site with core server system and a wireless microwave link between sites.

Amount of funding secured: \$6.1 Million**5. City of Smithville****Robert Tamble – City Manager****Contact Number: (512) 237-3282****Citymanager@ci.smithville.tx.us****Grant Funding:** Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services has implemented projects to improve street and drainage systems throughout the City of Smithville. The current GLO mitigation grant will also include street improvements, pavement repairs, upgrading/extend the City's existing storm sewer and two regional detention ponds. With their ARP funds, Langford is assisting the city in doing several projects to help mitigate the effects of the COVID-19 pandemic including assisting small businesses, several tourism projects, assistance to the local workforce training center and community clinic, and more.

Amount of secured funding: \$15 million**6. City of Ivanhoe****Skip Blackstone – City Mayor****Contact Number: (409) 283-3299****skip.blackstone@cityofivanhoe.texas.gov****Grant Funding:** Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services is currently implementing projects to convert the Lake Ivanhoe Dam into a stormwater detention facility, clear and grade drainage channels, and reconstruct the emergency discharge structure and water control gates at Lake Tristan Emergency Spillway and Lake Camelot Water Control and Dam.

Amount of funding secured: \$22 Million



Email: judy@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com



JUDY LANGFORD

President & Owner

CDBG-MIT Areas of Expertise

Monitoring & Compliance

Creation and Maintaining Systems of Record

Understanding of Action Plan Amendments

Review of future staffing, contracts, scoping, and feasibility

Financial Management

Educational & Experience

Bachelor of Science,
The University of Texas

39 Years of Experience



Professional Skills

I have owned LCMS since 1983 and my firm brings full-spectrum grant writing and management services with over 39 years of Texas based grant administration as a firm, and more than a decade of combined experience from her team of grant specialists. We write, review, and administer competitive grants on behalf of rural cities and counties throughout the State of Texas, and have assisted numerous communities complete grant applications, secure approved funding, administer timely project service, monitor, and successfully close projects in full compliance with State and Federal requirements, which results in few monitoring and concerns. My experience and responsibilities include, but are not limited to; oversight of financial management, monitoring of construction and engineering activities, environmental clearance of projects to include the submission and maintenance of the environmental review record for projects as needed, conducting public hearings for grant programs at city council and commissioner's court meetings as needed and ensuring the communities we represent comply with applicable State and Federal rules and regulations from application through administration, attendance of trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program, and maintaining and building solid working relationships with pertinent governmental agencies that manage the grant programs of our clients. Our overall approach identifies and addresses problems long before the funding agency audits the project. We specialize in disaster recovery grants that meet the needs of recovering community, and by working closely with local governments, engineers, and other parties, we ensure that projects conform to project performance statements and schedules and have developed an extensive knowledge of the disaster recovery programs available and how they may complement each other to best serve the communities and extend available dollars. Our firm collaborates with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors, Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency,
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Respond to clients in a timely manner,
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion,
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies; and Assist you in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.



Email: jill@lcmsinc.com Phone: (512) 452-0432 Website: www.LCMSinc.com



JILL PHINNEY

Disaster Recovery / ARPA
Program Manager

CDBG-DR / ARP Areas of Expertise

Monitoring & Compliance

Creation and Maintaining
Systems of Record

Understanding of Action
Plan Amendments

Review of future staffing,
contracts, scoping, and
feasibility

Financial Management

Educational & Experience

Bachelor of Science, Business
St. Cloud State University, Minnesota

Completed the National Development
Council ED101 and ED201, 2006

FEMA Fundamentals of Grant
Management, 2011

Minnesota Certified Emergency Manager



Professional Skills

DISASTER RECOVERY/ARP PROGRAM MANAGER, LANGFORD COMMUNITY MANAGEMENT SERVICES
JUNE 2019 - PRESENT

Provides critical leadership and managerial expertise in delivering multiple operation and programs. Her expertise centers on ARPA, CDBG-DR, CDBG-MIT, FEMA, HUD, NHTSA, and other state and federal programs. Manages the ARPA team and provides guidance and support required for successful project implementation. Experienced in disaster recovery, federal procurement, and grant management with the ability to work on current large-scale disaster recovery efforts. Provides internal quality oversight and day-to-day operations management.

GRANT MANAGER, STATE OF TEXAS GENERAL LAND OFFICE (GLO), COMMUNITY DEVELOPMENT AND REVITALIZATION INFRASTRUCTURE I JANUARY 2017-JUNE 2019

Coordinated, reviewed, evaluated and processed grants at various stages to determine appropriateness of grant expenditures and compliance with requirements and standards. Developed Standard Operating Procedures (SOP's) for CDBG-DR infrastructure program. Represented the GLO within Hurricane Harvey impacted communities by providing outreach to assist in implementing short term housing needs for Texans. Collected, organized, analyzed and prepared materials for executive reports, required federal reports, legislative inquiries and public information requests. Served as a liaison and representative for the grant program with the constituents and other entities within assigned communities. Monitored, reviewed, and evaluated compliance with grant program policies and procedures, statutes, and rules with support of disaster recovery teams.

FINANCE AND GRANT CONTRACTOR I CITY OF MINNEAPOLIS, OFFICE OF EMERGENCY MANAGEMENT (OEM) I DECEMBER 2014 - DECEMBER 31, 2016

Coordinated emergency management activities within the finance function of OEM's executive vision and strategy for sustained and significant change to disaster planning operations. Lead, directed, coordinated, evaluated and improved finance and administration functions (including budget development support and grant management and administration). Provided guidance and technical assistance to departments for the development of department level continuity of operations plans and assures compliance with enterprise guidance. Reviewed budgets and monitored expenditures, proposed budget modifications, managed dollars within guidelines of grants received, and ensured fiscal responsibility. Interpreted and applied federal and state laws, policies, rules, and requirements including Uniform Grant Guidance (UGG), Uniform Grants Management Standards (UGMS), Office of Management and Budget (OMB) circulars and Code of Federal Regulations (CFR). Developed and implemented annual plan for Finance section supporting OEM's strategic plan and annual deliverables including assessment of resources needed for plan implementation.

HOMELAND SECURITY AND EMERGENCY MANAGEMENT BUDGET AND GRANT MANAGER I STATE OF MINNESOTA, DEPARTMENT OF PUBLIC SAFETY I JUNE 2007-DECEMBER 2014

Worked for the State Administrative Agency (SAA) on FEMA grant programs including the Non- Profit Security Grant Program (NSGP), Urban Area Securities Initiatives (UASI), State Homeland Security Program (SHSP), and Emergency Management Performance Grants (EMPG). Served as the point of contact between the affected federal, state, local and tribal agencies to ensure program requirements are understood and implemented, that federal grant projects receive approval and available funding is secured, and that local grants are initiated in a timely manner. Established, developed, oversaw and implemented procedures for grant activities and program development, including the creation of sub recipient criteria and scope of work development.

Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Respond to clients in a timely manner
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies
- Assist in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project



Email: tyler@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills

WORK EXPERIENCE:

September 2022-Present Projects Manager- Langford Community Management Services

Implements the vision of senior management to empower communities to discover and build their best possible future, by managing projects to create or improve processes, adopt powerful technologies, and streamline the process of finding, securing, and managing grants.

January 2017-September 2022 Planning Project Manager – Texas General Land Office

Manage over \$250 million worth of HUD CDBG-DR and CDBG-MIT planning dollars to empower decision-makers with the information they want to build the best future for their communities. Spearheaded interagency coordination with FEMA, USACE, NWS, USGS, TDEM, TWDB, Academia, and the Private Sector to combine resources and work towards building a more disaster-resilient Texas. Designed, procured, and managed over \$100 million dollars of regional flood studies.

January 2013-January 2017 Special Projects, PM – Texas General Land Office

Supervised the administration of \$1.2 billion worth of CDBG-DR to 170 Texas communities. Facilitated the planning and delivery of over 500 construction projects. Managed the “problem projects” portfolio to ensure delivery of complicated or delayed projects. Regularly met with City Mayors and County Judges to resolve complications that arise during implementation. Managed a project team to develop an enterprise content management system to control \$3.1 billion worth of grant funds. Analyzed work procedures and created improved processes.

March 2006-December 2016 Infantry Officer, Platoon Leader, XO, Asst. S-3, S-4, US Army

Led security platoon comprised of 42 airborne infantry soldiers in support of Operation Enduring Freedom Afghanistan. Commanded over 150 high profile combat missions in a dynamic and treacherous environment. Coordinated efforts between multiple government agencies including DoS, CIA, USAID, ASACE, DIA, DoA and others. Provided assistance and support to local communities in developing agriculture, infrastructure, schools, medical facilities and other public projects. Managed strategic planning and logistics for a highly operational airborne battalion.

HONORS & AWARDS

- Bronze Star, Ranger Tab, Afghanistan Campaign Medal, 3x Army Achievement Medals, Armed Forces Reserve Medal with M Device, NATO Medal, National Defense Service Ribbon, and Global War on Terrorism Service Medal
- Graduated as the Distinguished Honor Graduate in basic training class of 185 soldiers
- Awarded promotions or performance bonuses for exceptional work performance at the Texas General Land Office every year since starting in 2013.

TYLER PAYNE

Projects Manager

Areas of Expertise

- Certified project manager with over a decade of experience managing grants
- Leverages data analytics and geospatial technology to empower local decision-makers
- Creative and strategic problem solver
- Dedicated advocate for Texas communities

Education

Masters of Public Service and Administration - Texas A&M University- 2010

B.A. Political Science, Texas A&M University- 2010

Army Ranger School- 2011





Email: Phil@hampstenconsulting.com Phone:(512).577.6134 Website: www.LCMSinc.com

Professional Skills

WORK EXPERIENCE:

Hampsten Consulting, LLC 02/2016 – present

- Provides grant management, hazard mitigation, project management activities for communities and organizations involved in disaster recovery and hazard mitigation. Also, provides project oversight for organizations in various industries and government sectors.
- Performed/performing program management and administration activities for FEMA Flood Mitigation Grant and Hazard Mitigation Grant programs in Guadalupe County, Nassau Bay, Fort Bend County, Bevil Oaks, Jersey Village, Pearland, and Taylor Lake Village. These programs are responsible for the elevation of more than 250 homes out of the 500-year floodplain and over \$60M in grant funds.
- In a partnership with Wendorf, Beward, & Partners was awarded all post Hurricane Harvey FEMA and HUD's CDBG-DR housing and infrastructure application and grant/program management activities for Orange County Texas. Completed and submitted over \$80M in FEMA and HUD applications for infrastructure and housing programs.
- Funding source expert and grant specialist for \$25 million drainage study covering five watersheds in Southeast Texas. Grant is administered by the GLO and TWDB.

State of Texas 01/2009 – 08/2016

Sr. Project Manager – Enterprise & Customer Support Services; Health and Human Services Commission

- Took over rogue project, running years behind schedule, and successfully led the deployment of a major software upgrade to more than 45,000 desktops, laptops, and handheld devices across five state agencies and more than 1,400 locations across Texas.
- Major duties included planning, supporting, developing, and implementing major projects and initiatives and acting as a liaison with other HHS agencies and internal programs to gather requirements, and assist with the delivery of IT technology services.

Project Manager – Coastal Resiliency & Recovery; Texas General Land Office

- Program/Portfolio Manager overseeing \$10,000,000 in coastal planning studies including an award-winning Storm Surge Suppression study for the Gulf Coast Community Protection and Recovery District and a three county-wide drainage study for the LRGV
- Program Oversight Manager for \$1.2 billion CDBG disaster recovery infrastructure program.
- Provided outreach to elected officials, counties, and communities and assistance in maintaining compliance with local, state, and federal regulations.
- Leader in the development of the division's PMO and IT Maintenance Review Team
- Speaker and moderator at the 2015 National Hurricane Conference; "State of Texas Hurricane Response and Planning"

Compliance History Specialist – Texas Commission on Environmental Quality

- Applied the compliance history rule (30 TAC § 60) to more than 200,000 regulated entities, and handled appeals to compliance history ratings.
- Primary lead on the rulemaking team from HB2694 (Sunset Bill) and member of the 30 TAC § 70 rulemaking team.
- Voting member of two Change Control Boards and selected as the representative of the Office of Compliance and Enforcement in the development of the division's Information Strategy Plan.
- Administered Supplemental Environmental Projects on enforcement actions against respondents.

IRM Architects and Construction Managers 10/2006 – 09/2008

- Manager of Construction Management Division overseeing all bidding and construction activities, including day-to-day liaison with clients, lenders, engineers, inspectors, trade contractors, and city and state officials.
- Maintained all financial records, bookkeeping, and materials handling for more than \$2.5 million in annual activities.

Volunteer Work

| | |
|--|-----------|
| Youth Sports Coach (T&C, i9, and YMCA) | 2016-2022 |
| Site Based Planning Committee; Forest North Elementary | 2016-2021 |
| Church Council Chairman | |
| Covenant United Methodist Church (CUMC) | 2014-2018 |
| Executive Committee Chairman of Covenant CUMC | 2014-2018 |
| Staff-Parish Relations Committee Chairman of CUMC | 2013 |
| Watch D.O.G.S. | |
| Forest North Elementary RRISD | 2013-2016 |
| Director of BMF Cooks, Inc. 501(c)3 | 2007-2011 |



Phil Hampsten, PMP
Hampsten Consulting

Areas of Expertise

- Certified Project Management Specialist (PMP)
- Disaster recovery, grant management, hazard mitigation, project management activities
- Creative and strategic problem solver
- Dedicated advocate for Texas communities

Education

Texas State University; BA in Public Relations. GPA 3.85

Blue Key National Honor Society
– Lamar University

Project Management Professional (PMP) by the Project Management Institute





Email: Jerri@lcmsinc.com

Phone: 512-452-0432

Website: www.lcmsinc.com



JERRI CONRADO

Community Engagement Manager

CDGB-MIT- GLO RCP Areas of Expertise

Proposals and Grant
Application Submissions

Monitoring and Compliance

Creation and Maintaining
Systems of Record

Economic Development -
Branding and Marketing

Community Engagement

Public Communications

Financial Management

Educational & Experience

Bachelor of Science, Business
Administration

Public Communications and Global
Marketing Certification

Entrepreneurial - Business Development

Community Branding and Communications



Professional Skills

Accomplished professional with over 21 years of demonstrated experience in community engagement, public communications, sales and marketing. Known for implementing quantifiable marketing strategies and creating innovative publicity/county campaigns across diverse industries. Expert data management and analytical skills when managing large, complex projects.

LANGFORD COMMUNITY MANAGEMENT, Liberty Hill, Texas - 10/2022 - Present - Community Engagement Manager - Responsible for administering the Texas General Land Office (GLO) - (RCP) Resilient Communities Program. Write, review, submit and administer competitive grants on behalf of CDGB-MIT identified disaster prone rural cities and counties throughout the State of Texas. Build and maintain solid working relationships with pertinent governmental agencies and vendors. Oversees community engagement events internally and externally, including community briefings, presentations to community, key stakeholders and act as liaison with community leaders.

THE CONRADO GROUP, INC., Business Marketing and Consulting

Austin, Texas - 1/1999 - 4/2018 -- Sevierville, Tennessee - 4/2018 - 4/2022

President of sales and marketing consulting firm specializing in community engagement, branding, and public communications – Responsible for new business development and daily operations of a full service creative marketing and consulting firm. Delivered consultations to community clients, economic development alliances and business owners. Provided consultative selling and customer support to improve market position, build brand loyalty and increase revenue.

Specialties: Community advertising, branding, marketing, public relations and communications, economic development, tourism and hospitality.

Core Skills and Responsibilities

- Responsible for supervising community relations activities for the GLO- Resilient Communities Program (RCP) Initiatives.
- Provide leadership and support to the (RCP) engagement team.
- Prepare and present request for proposals to communities for the Resilient Communities Program through the General Land Office.
- Oversee community engagement events internally and externally, including community briefings, presentations to community organizations and acting liaison with community "key stakeholders".
- Develops and maintains effective relationships with General Land Office - Resilient Communities Program and other pertinent governmental agencies.



Email: Kay@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com



KAY LYNN WOLFE

Finance Director

Finance Areas of Expertise

Monitoring & Compliance

Creation and Maintaining
Systems of Record

Financial Management

Educational & Experience

Bachelor of Business
Administration – Accounting
Texas Tech University

Certified Public Accountant



Professional Skills

Langford Community Management Services, Austin, Texas
Finance Director, August 2020-present

Assist owner with business structure, organization, and business plan. Responsible for optimization of financial performance including reporting, liquidity, budgeting, payroll, processing transactions.

Honeywell, Arlington, TX
Senior Finance Manager, November 2018 – May 2020

Transitioned finance to corporate upon sell of company to Honeywell while continuing operations of the business. Also, on Acquisition team for IT, Finance and Oracle conversation.

Transnorm System Inc, Arlington, TX
Chief Financial Officer, May 2008 - Nov 2018
President and CEO, Nov 1998 - May 2008
Controller and Vice President, June 1990 to Nov 1998

Responsible for North American operations and finance of global manufacturing company under multiple ownership types. During my 30-year tenure developed process and procedures, obtain ISO 9001 certification, developed strategies, budgets, financial reporting, y-o-y business growth, increased company value and profitability for each owner.

Core Task Include

- Assist with strategic Management of business operations
- Execute and manage the financial strategy
- Prepare financial documents such as business reports, financial statements and budgets
- Assist with organization development and policies
- Responsible for payroll and employee benefits
- Responsible for financial transactions and functions



PATTY SWORDS

Hazard Mitigation Grant Manager
and Project Coordinator

HMGP- Areas of Expertise

Project Management

Operational Efficiency

Planning/Organizing

Timeline Management

Sales/Customer Service

Marketing Support

Client Satisfaction/Retention

Educational & Experience

Bachelor of Science from the School of
Communications - University of Texas/Austin

Leadership Institute for Nonprofit Executives

Certified Fund-Raising Executive (CFRE)

Certified Grant Writer

Project Management Academy Training



Email: Patty@lcmsinc.com

Phone: 512-452-0432

Website: www.lcmsinc.com

Professional Skills

I thrive in an environment where communication, commitment, and technical skills can help secure funding for critical infrastructure and disaster mitigation for communities across Texas. Being part of a smart, energetic team is important because I enjoy the camaraderie of shared learning and problem solving in the workplace. During my career as a grant professional, I have a track record of achieving great outcomes and continue to seek new knowledge and broader understanding.

LANGFORD COMMUNITY MANAGEMENT, *Liberty Hill, Texas - January 2023 - Present* GRANT MANAGER/PROGRAM COORDINATOR FOR FEDERAL AND STATE GRANTS

- Write, review, and administer competitive grants on behalf of rural cities and counties throughout the State of Texas.
- Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: FEMA Hazard Mitigation Assistance (HMA); Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Fire Mitigation Assistance (FM), and Building Resilient Infrastructure and Communities Grant (BRIC)
- Oversee financial management, monitor construction, and engineering activities for grantees.
- Conduct public hearings for grant programs at city council and commissioner's court meetings as needed.
- Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration.
- Continuous training, seminars, and workshops to keep current on applicable rules and regulations within each grant program.
- Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs.
- Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

CITY OF ANGLETON - *January 2021 - December 2022* GRANT COORDINATOR /SPECIAL PROJECTS

- Federal and state grant management, including research, writing, and reporting. Responsible for grant compliance with the General Land Office (GLO), Housing and Urban Development (HUD), Department of Treasury, Texas Parks and Wildlife, Office of the Governor (OOG), FEMA, TxDOT, Texas Department of Emergency Management, and the Houston-Galveston Area Council.
- Planned and executed the inaugural Angleton University program. This included ten weekly sessions with 23 students. The sessions covered City Government Basics, City Planning and Development, Parks and Recreation, Economic Development, Emergency Management, Communications and Marketing, Police Department, Fire Department, Mock City Council, Capstone presentations, and a graduation event at City Council. Instructors were department leaders and the city manager.
- Solar streetlights for Angleton's unlighted streets were a special project assigned by the city manager. Identified vendor and solar product for installation. Communicated with residents and Angleton City Council regarding the solar streetlight initiative and coordinated implementation with the City/county's Public Works Department.

December 2005 - September 2018 - - Extensive professional experience in grant writing/administration, non-profit leadership, financial management, fund-raising, and public communication.

GRANT WRITER - FEATURE WRITER - PUBLIC RELATIONS - EXECUTIVE DIRECTOR, (BACH) - EXECUTIVE DIRECTOR, BRAZOSPORT HEALTH FOUNDATION, DIRECTOR OF INSTITUTIONAL GIVING, BIG THOUGHT

Core Skills and Responsibilities

- Maintain regular contact with the project engineer, the local contact person, and construction contractors.
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency.
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors.
- Respond to clients in a timely manner.
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion.
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies.
- Assist in working with State and Federal agencies to resolve any issues that may arise with grant applications or funded project.



Email: Kelley@lcmisinc.com Phone: (512) 452-0432 Website: www.LCMSinc.com



KELLEY BAUER

Labor Standards Specialist

Labor Areas of Expertise

Davis-Bacon Act

Monitoring & Compliance

Creation and Maintaining
Systems of Record

Accuracy

Payroll Monitoring

Educational & Experience

TDA - Certified to Administer
TxCDBG contracts, 2021

TDA - Certified to Administer
TxCDBG contracts, 2019



Professional Skills

Labor Standards Specialist, Langford Community Management Services
Austin, Texas, | 2018 - Present

- Provide proper Davis-Bacon wage decision rates for bid process and incorporation into construction contracts
- Apply Davis-Bacon requirements properly
- Review weekly payrolls for the duration of a project, and investigate/resolve potential violations
- Provide Labor Standards support to our clients
- Monitor Labor Standards compliance by conducting onsite interviews with construction workers, review payroll reports, and confirm that the Davis-Bacon wage decision and DOL's "Notice to All Employees" are posted at the job site
- Oversee any enforcement actions that may be required

Production Floor Lead, Stealth Products
Burnet, Texas | 2009- 2018

- Inventory of hardware – In charge of inventory control and prioritizing hardware shortages for the machine shop to schedule production
- Quality Control – Ensure all outgoing hardware packages and wheelchair assemblies were completed according to the build of materials
- Oversee production orders according to specs
- Design assembly specs for hardware builds

Core Task Include

- Maintain regular contact with construction contractors
- Demonstrate a full understanding of the priorities, goals, and objectives of the Labor Standards department. Utilizing this understanding to make independent decisions and as part of the group decision making process, coordinating with project administrator to ensure Labor Standards compliance
- Respond to clients in a timely manner
- Demonstrate an ability to identify and minimize risks and liabilities associated with pertinent federal, state, and local labor standards compliance. Resolves issues and refers more complex issues to supervisory staff
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion



Email: melisa@lcmsinc.com Phone: (512) 452-0432 Website: www.LCMSinc.com



MELISA DURHAM

Environmental Specialist

ERR Areas of Expertise

Environmental Specialist, Langford Community Management Services

Austin, Texas | August 2013 to present

Prepare Environmental Review Records (ERR) to ensure compliance with the National Environmental Policy Act (NEPA), and other related Federal and state environmental laws. ERRs are compiled for projects administered by Langford, i.e., Texas Department of Agriculture Office of Rural Affairs Community Development Block Grant, Texas General Land Office, Texas Water Development Board, Texas Department of Transportation, Texas Department of Housing and Community Affairs, Texas Parks and Wildlife Department, Federal Emergency Management Agency, and others. The ERR includes research and determination as to whether the human environment would be negatively impacted by the project activities and outcome; publishing of Public Notices; coordination with other agencies, i.e., Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, USDA Natural Resources Conservation Service, and tribes of interest in the project county as identified on the HUD Tribal Assessment Tool; coordination with project engineers, Langford Project Coordinator and Responsible Entity staff to ensure complete and correct information is included in the ERR.

Assist with writing of competitive grants on behalf of rural cities and counties throughout the State of Texas, and correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs – Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; as well as private entities such as HNTB. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

Office Manager, Frontera Administrative Services, Inc.,

Austin, Texas | June 2009 to June 2013

Co-managed grant projects funded through the Texas Department of Transportation Border Colonia Access Paving (BCAP), Texas Department of Agriculture Community Development (CDBG), and Texas Water Development Board Economically Distressed Areas Program (EDAP); Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Responsible for the environmental clearance of projects to include the submission and maintenance of the Environmental Review Record for projects as needed. Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant.

Educational & Experience

WORKSHOPS and TRAININGS

HUD-sponsored Trainings

Texas General Land Office-sponsored Trainings

The Office of Rural Affairs Implementation Trainings

The Office of Rural Affairs TxCDBG Administrator Certification Trainings

Texas Municipal League Annual Conferences

TDHCA Eligibility Training for Affordable Housing Programs

TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects





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**SHAUNA
COSPER**

**Project Coordinator /
Labor Standards Specialist**

TDA Areas of Expertise

Monitoring & Compliance

Creation and Maintaining
Systems of Record

Financial Management

**Project Coordinator/Labor Standards Specialist, Langford Community Management Services
Austin, Texas | July 2012 - Present**

Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the Texas Department of Agriculture. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs.

Provide proper Davis-Bacon wage decision rates for bid processes and incorporation into construction contracts. Review of weekly payroll for the duration of a project, and investigate/resolve potential violations. Provide Labor Standards support to our clients; monitor Labor Standards compliance by conducting onsite interviews with construction workers, review payroll reports, and confirm that the Davis-Bacon wage decision and DOL's "Notice to All Employees" are posted at the job site.

**Restaurant Manager, My Friend's Place Deli
Duluth, Georgia | June 2004 - December 2010**

Managed different areas of restaurant operations such as customer relations, vendor relations and inventory control. Specialized in training and motivating staff regarding their work and responsibilities. Ensured provision of service in terms of order accuracy and time management. Ensured smooth coordination between the back-end and front-end activities. Monitored procurement, storage, preparation, cooking, handling, and serving of food. Maintained a clean and safe environment.

**Shipping Coordinator, American Spincast
Belton, Texas | February 1996 - December 2003**

Daily scheduling of pickups with numerous carriers on a daily basis. Ongoing negotiation of freight carrier contracts to reduce inbound and outbound freight costs. Forklift operation, operated ceiling crane, operated floor saw in time critical situations. Daily invoicing of all materials shipped, daily rate quotes to find the fastest cost saving freight move, maintenance and processing of "UPS Online Worldship" shipping and receiving logs. Continued organization of inventory control area, working knowledge of international customs rules and regulations to ensure compliance, documents needed for international shipping and brokerage. Ensured record keeping of invoices, bill of lading, work orders, and shop orders.

Educational & Experience

10 Years of Experience



Core Task Include

- Application development, preparation, and submission
- Maintain regular contact with the project engineer, City or County project representative, and construction contractors to ensure exceptional project management
- Daily contact with state agency grant managers for seamless project management
- Provide project engineers with compliance requirements for TDA funded projects
- Prepare and process contract documents, invoices, change orders and any other project related documentation
- Maintain excellent client communication
- Assist in resolution of issues at the state and federal agencies level



**ADDENDA & REQUIRED
DOCUMENTATION**



**RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**


JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

 1149 Pearl Street
 1st Floor, Beaumont, TX 77701

 OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 23-060/JW

RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PLANNING SERVICES FOR NOAA TRANSFORMATIONAL HABITAT RESTORATION AND COASTAL RESILIENCE GRANT PROJECT(S) (NOAA GRANT NO. NOAA-NMFS-HCPO-2023-200801)

RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023

ADDENDUM NO.: 1

ISSUED (DATE): 9/13/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- REVISED SECTION 5 (REVISIONS IN RED PRINT)
- ADDITION OF SAMPLE RFQ RESPONSE RATING SHEET
- REVISED RESPONDENT'S CERTIFICATION FORM (REVISIONS IN RED PRINT)

The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Authorized Signature (Respondent)

Owner/President

Title of Person Signing Above

Judy Langford

Typed Name of Business or Individual

Approved by _____ Date: _____

 9017 W. Hwy. 29, Suite 206, Liberty Hill, TX 78642
 Address

ADDENDUM NO. 1 - REVISED SECTION 5: EVALUATION CRITERIA AND PROCESS

5.1 EVALUATION

A Selection Review Committee will evaluate all Responses received for this RFQ. Responses shall be evaluated on the basis of the Evaluation Criteria noted herein. The committee may make the selection on the basis of the proposals received, or may choose to "shortlist" prospective firms for further negotiations. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the County, *and not necessarily on the basis of lowest price*. Individual interviews may be required for the top firms who have submitted the required information.

OMIT THIS EVALUATION CRITERIA:

Evaluation Criteria Weight: _____

- ~~Cost 10% (10 points)~~
 - ~~Understanding of the project and/or services required 25% (25 points)~~
 - ~~Years in business/experience/history working with government 30% (30 points)~~
 - ~~Methodology/functionality / service or project plan 15% (15 points)~~
 - ~~Management plan/administration 15% (15 points)~~
 - ~~Preference for minority and women owned businesses/labor surplus area firms 5% (5 points)~~
- ~~TOTAL % / POSSIBLE EVALUATION POINTS: 100% (100 points)~~

5.2 ADDITIONAL INFORMATION TO BE INCLUDED IN RFQ RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

5.3 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications Response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications response or other information submitted by Respondent.

Jefferson County will take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (certification of MBE/WBE/Labor surplus firms required to receive the 5 points).

Reference checks, when conducted, will not be rated but will be considered on a "pass/fail" basis.

Following an individual rating period, the evaluation team will meet to discuss the initial rating and may choose to make an award at that time. Failure of the proposer to provide any information requested in this RFQ may result in disqualification of the response.

This Request for Statements of Qualifications (RFQ) is not a competitive bid based on price only. The RFQ allows Jefferson County to select the contractor that best meets the needs of the County, taking into consideration the RFQ Respondent's qualifications, price, service capabilities, and other factors relevant to the County's policies, programs, administrative resources, and budget.

Written Inquiries: Interested applicants may make written inquiries concerning this RFQ to obtain clarification of requirements or additional information. **No inquiries will be accepted after 5:00PM CT, Thursday, September 21, 2023.** Send all inquiries via email, referencing the RFQ number to Jamey West, Contract Specialist at: Jamey.West@jeffcotx.us

5.4 ADDITIONAL TERMS AND CONDITIONS

1. Jefferson County reserves the right to reject any and all proposals for failure to meet the requirements herein, to waive any technicalities, and to select the response which, in the County's sole judgment, best meets the requirements of the project.
2. The RFQ creates no obligation on the part of the County to award a contract or to compensate the proposer for any costs incurred during the response presentation, response, submission, presentation or oral interviews (if held). The County reserves the right to award a contract based on proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.
3. The County further reserves the right to make such investigation as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this purpose as the County may request.
4. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
5. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
6. The Grant Administrator/Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
7. No reports, information, or data given to or prepared by the Grant Administrator/Contractor under contract shall be made available to any individual or organization by the Grant Administrator/Contractor without the prior written approval of the County.

5.5 CONTRACT

Pending successful contract negotiations, one or more contracts may be awarded to the Contractor or Contractors whose RFQ response(s) is/are the most advantageous and offer the best overall value to the County, taking into consideration price and other evaluation factors described in this RFQ. If more than one contract is awarded, an effort will be made to award work in an equitable manner taking into consideration the following criteria for each project:

- 1. Specific area of focus / special requirements**
- 2. Cost**
- 3. Availability of the Contractor**
- 4. Prior performance of the Contractor**

Management Professional Services Rating Sheet
NOAA TRANSFORMATIONAL HABITATION RESTORATION & COASTAL RESILIENCE GRANT/PROGRAMS

Rate the Firm's Proposal in the following areas:

| A. Experience and Qualifications | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Experience with application grant writing and project delivery services for State and Federally funded projects. | 15 | |
| 2. Experience working with the Cities and Counties | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| B. Work Performance (references and prior experience with firm) | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Work product is consistently of high quality | 5 | |
| 2. Facilitates completion of project activities on schedule | 5 | |
| 3. Understands the approach for project implementation | 5 | |
| 4. References from current/past clients | 10 | |
| <i>SUBTOTAL</i> | <i>25</i> | |

| C. Capacity to Perform | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| 1. Staffing level/experience, special skills | 15 | |
| 2. Understanding of NOAA Grant Programs | 15 | |
| <i>SUBTOTAL</i> | <i>30</i> | |

| D. Affirmation Action | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal) | 10 | |
| <i>SUBTOTAL</i> | <i>10</i> | |

| E. Proposed Fee | Points Possible | Points Awarded |
|---|------------------------|-----------------------|
| 1. Price is reasonable considering the firm's experience and qualifications | 5 | |
| <i>SUBTOTAL</i> | <i>5</i> | |

| Scoring Summary: | Points Possible | Points Awarded |
|--|------------------------|-----------------------|
| A. Experience of firm | 30 | |
| B. Work performance/program implementation | 25 | |
| C. Capacity to perform | 30 | |
| D. Affirmation Action | 10 | |
| E. Proposed Fee | 5 | |
| <i>TOTAL SCORE</i> | <i>100</i> | |

RESPONDENT'S CERTIFICATION

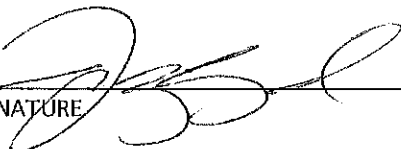
I have carefully examined the **Request for Statements of Qualifications Specifications**, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the **Request for Statements of Qualifications**. I agree that my **RFQ Response** will remain firm for a period of up to **90 DAYS** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said response: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Langford Community Management Services, Inc.
NAME OF BUSINESS

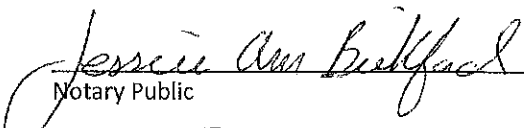
BY: 
SIGNATURE
Judy Langford, Owner/President
NAME & TITLE, TYPED OR PRINTED

9017 W. Hwy. 29, Suite 206
MAILING ADDRESS

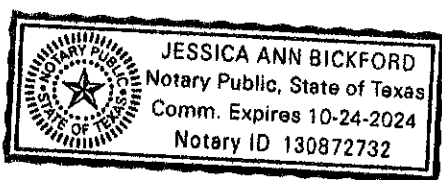
Liberty Hill, TX 78642
CITY, STATE, ZIP CODE

(512) 452-0432
TELEPHONE NUMBER

Sworn to and subscribed before me
this 14th day of
September, 2023


Notary Public
State of Texas

My Commission Expires: 10-24-2024



REQUIRED FORM

Respondent:
Please complete this form and include with RFQ response submission.

JEFFERSON COUNTY, TEXAS RFP – RFQ Number & Name: (RFQ 23-060/JW) Professional Grant Administration and Planning Services for NOAA Transformational Habitat Restoration and Coastal Resilience Grant Project(s) (NOAA Grant No. NOAA-NMFS-HCPO-2023-200801)

ITEM 1. Letter of Transmittal

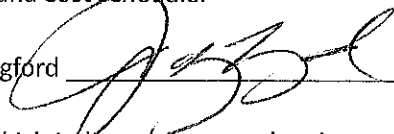
The letter of transmittal must contain the following statements and information, and is not intended to be a summary of the proposal:

1. Company name, address, and telephone number(s) of the firm submitting the proposal.
Langford Community Management Services, Inc.
9107 W. State Hwy. 29, Suite 206
Liberty Hill, TX 78642
512-452-0432
2. Name, title, address, email address, and telephone number of the contact person or persons, authorized to represent the firm and to whom to direct correspondence.
Judy Langford, Owner/President
Tyler Payne, Project Manager
3. Taxpayer identification numbers of the firm.
74-2804-904
4. Brief statement of understanding of the services to be performed and a positive commitment to provide the specified services.

The principal objective of this solicitation is to support transformational habitat restoration projects that restore marine, estuarine, and coastal ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote climate-resilient ecosystems, especially in tribal, indigenous, and/or under-served communities; and improve economic vitality, including local employment.

5. Signature of a corporate officer or another individual legally authorized to bind the applicant to both its proposal and cost schedule.

Judy Langford



6. Statement which indicates "proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with County."

Langford Community Management Services, Inc. agrees that this proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal's due date and will become part of the contract that is negotiated with the County.

ITEM 2. General Vendor Information

RFQ Response shall also include the following Vendor Information:

1. Name of the firm and home location for Contractor desiring to contract with the County.
Langford Community Management Services, Inc.

2. Firm's local address.
9107 W. State Hwy. 29, Suite 206
Liberty Hill, TX 78642
3. Firm's corporate or main office address.
9107 W. State Hwy. 29, Suite 206
Liberty Hill, TX 78642
4. Number of years the firm has been in business. 40 years
5. Total Number of Clients. 150+ Texas communities
6. Total Number of Full-Time Personnel. 28
7. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County. See the resumes attached to the proposal
8. Firm's organization chart. (Attached)
9. Names, titles, addresses, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named to address questions generated during the evaluation process.

Judy Langford – Owner/President
Tyler Payne – Project Manager
9017 W. Hwy. 29, Suite 206, Liberty Hill, TX 78642 - 512-452-0432
10. A description of representative work accomplished for all jobs within the past five (5) years.
Included in Proposal
11. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities. *Examples and references included in the proposal*
12. Describe reasons why the firm would be uniquely qualified to provide Grant Planning, Grant Application, Grant Administration, and Grant Management Services to Jefferson County.

We fully understand the proposed scope of work covered by the County's RFP and will review the County's specific needs to identify potential projects that are eligible for funding. LCMS has the hands-on experience, knowledge, leadership, capacity, and support systems in place to assist you with your grant administration and project management needs. The principal objective of this solicitation is to support transformational habitat restoration and preservation.

Coastal Habitat/Restoration Specific Experienced:

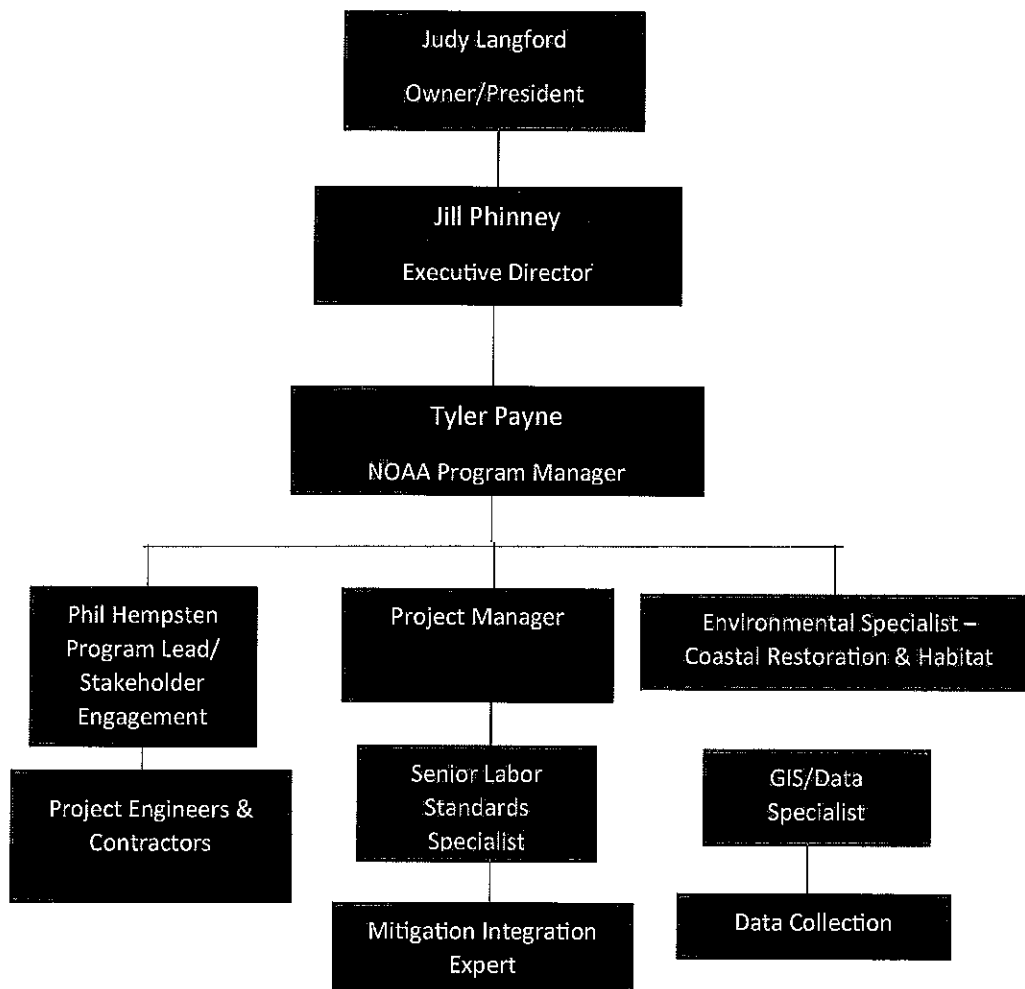
While working at the Texas General Land Office, Phil Hampsten wrote and managed a regional planning grant for the Gulf Coast Community Protection and Recovery District (GCCPRD). The multi-million-dollar regional study analyzed the impacts of storm surge on the six northern coastal counties in Texas. After Phil left the General Land Office, Tyler Payne took over the study and fought for additional funding in phase two to close the data and information gap necessary for the approximately \$30 billion coastal spine project to be included in the Water Resources Development Act (WRDA). After nearly a decade of hard work, innovation, and leadership from everyone involved the project paid off, and the \$34 billion coastal spine project was included in the latest WRDA.

13. Describe any unique services offered by your firm.

Project Manager, Tyler Payne and Project Lead, Phil Hempsten, are both intimately familiar with Jefferson County’s current and future coastal risk and the complexity of protecting and restoring the sensitive coastal habitat along the coast. We also realize there are dozens of smaller coastal habitat projects that are needed to secure a healthy future for the Jefferson County coastline and surrounding community.

Our goal is to help you identify and manage projects that fit the County’s specific needs and objectives. Future funding opportunities can be identified to implement projects and mitigate future risks in the future as well.

14. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on PAGE 38 of this RFQ specifications package. *Multiple references are also included in the proposal.*



BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Langford Community Mgmt. Services, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Judy Langford

Name and Title of Contractor's Authorized Official

9/14/2023

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.


DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://www.acquisition.gov/far/52.209-6?searchTerms=52.209-6>

The Contractor Langford Community Management Services, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Judy Langford, Owner/President

Name and Title of Contractor's Authorized Official

9/14/2023

Date

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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


Signature of Contractor's Authorized Official

Judy Langford, Owner/Manager

Name and Title of Contractor's Authorized Official

9/14/2023
Date

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Langford Community Management Services, Inc.
Liberty Hill, TX United States

Certificate Number:
2023-1072709

Date Filed:
09/18/2023

Date Acknowledged:

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

Jefferson County, TX

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.

NOAA-NMFS-HCPO-2023-2008081
Grant Administration/Project Management - NOAA - Transformational Habitat Restoration-related project(s)

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|--|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Langford, Judy | Liberty Hill, TX United States | X | |
| | Howell, Reid | Liberty Hill, TX United States | | X |
| | Langford Community Management Services, Inc., Langford | Liberty Hill, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

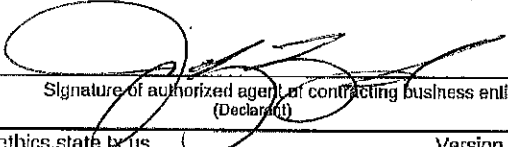
6 UNSWORN DECLARATION

My name is Judy Langford and my date of birth is 12/25/1960

My address is 9017 W. State Hwy 29 Liberty Hill TX 78642 Williamson
(street) (city) (state) (zip code) (country)


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


Executed in Williamson County, State of Texas, on the 18th day of September, 23
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

RESPONDENT: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF BEHIND THIS PAGE.

 An official website of the United States government
[Here's how you know](#) ▾

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Search

All Words ▾

e.g. 1606N020Q02



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Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

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Simple Search

Search Editor

Any Words [i](#)

- All Words (i)
- Exact Phrase (i)

e.g. 123456789, Smith Corp

Classification v

Excluded Individual ^

First Name

Middle Name

Last Name

SSN / TIN

[Faded text area]

Judy Langford x

Reid Howell x

Excluded Entity ^

Entity Name

LANGFORD COMMUNITY MANAGEMENT SERVICES INC x
 Unique Entity ID: E9ZTZ6ZKMK51

Unique Entity ID

e.g. HTYR9YJHK65L v

CAGE / NCAGE

Search input field with a downward arrow icon on the right side.

Federal Organizations



Exclusion Type



Exclusion Program



Location



Dates



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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



LANGFORD COMMUNITY MANAGEMENT SERVICES INC

| | | |
|---|--|--|
| Unique Entity ID E9ZTZ6ZKMK51 | CAGE / NCAGE 5U3R0 | Purpose of Registration Federal Assistance Awards Only |
| Registration Status Active Registration | Expiration Date Nov 2, 2023 | |
| Physical Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | Mailing Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States | |

Business Information

| | | |
|---|--|-----------------------------------|
| Doing Business as (blank) | Division Name (blank) | Division Number (blank) |
| Congressional District Texas 31 | State / Country of Incorporation Texas / United States | URL (blank) |

Registration Dates

| | | |
|---------------------------------------|---------------------------------------|--|
| Activation Date Nov 4, 2022 | Submission Date Nov 2, 2022 | Initial Registration Date Dec 21, 2009 |
|---------------------------------------|---------------------------------------|--|

Entity Dates

| | |
|---|---|
| Entity Start Date Jan 1, 1997 | Fiscal Year End Close Date Dec 31 |
|---|---|

Immediate Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Highest Level Owner

| | |
|------------------------|---------------------------------------|
| CAGE (blank) | Legal Business Name (blank) |
|------------------------|---------------------------------------|

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78c(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?
No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?
Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?
Not Selected

J
JUDY LANGFORD, Owner
Judy@LCMSINC.com
5124520432

Electronic Business

J
JUDY LANGFORD, Owner
Judy@LCMSINC.com
5124520432

9017 W. State HWY 29
Suite #206
Liberty Hill, Texas 78642
United States

Judy Langford
Judy@lcmsinc.com
5127042040

2901 County Road 175
Leander, Texas 78641
United States

Government Business

J
Judy Langford, Owner
Judy@LCMSINC.com
5124520432

9017 W. State HWY
Suite #206
Liberty Hill, Texas 78642
United States

JUDY LANGFORD
Judy@LCMSINC.com
5124520432

2901 County Road 175
Leander, Texas 78641
United States

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title |
|---------|-------------|-------------|
|---------|-------------|-------------|

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

| | |
|--|--|
| Annual Receipts (in accordance with 13 CFR 121) (blank) | Number of Employees (in accordance with 13 CFR 121) (blank) |
|--|--|

Location

| | |
|--|--|
| Annual Receipts (in accordance with 13 CFR 121) (blank) | Number of Employees (in accordance with 13 CFR 121) (blank) |
|--|--|

Industry-Specific

| | | |
|-----------------------------|---------------------------|-------------------------|
| Barrels Capacity (blank) | Megawatt Hours (blank) | Total Assets (blank) |
|-----------------------------|---------------------------|-------------------------|

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



Entities Search Results 1 Total Results

Filter by:

| UEI | Status |
|--------------|----------|
| E9ZTZ6ZKMK51 | active |
| | Inactive |

LANGFORD COMMUNITY MANAGEMENT SERVICES INC • Active Registration

Unique Entity ID: E9ZTZ6ZKMK51

Physical Address:

Expiration Date:

CAGE/NCAGE: 5U3R0

9017 W STATE HIGHWAY 29 STE 206
LIBERTY HILL, TX
78642 USA

Nov 02, 2023

Purpose of Registration:
Federal Assistance Awards

**RESPONDENT: INSERT CERTIFICATE OF INSURANCE (PROOF OF PROFESSIONAL LIABILITY COVERAGE)
BEHIND THIS PAGE.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|--|
| PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752 | | CONTACT NAME: Jesus Sanchez PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183 E-MAIL ADDRESS: jsanchez@centralins.com | |
| INSURED Langford Community Management Services, Inc. 9017 W. Hwy 29, Suite 206 Liberty Hill TX 78642 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Lloyds NAIC # 38253 INSURER B: Sentinel Ins Co, LTD 11000 INSURER C: Travelers Casualty & Surety Co of America INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 2023/24 GL w/HNO WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 5,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 65SBANN6521 | 01/09/2023 | 01/09/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 65WBCAT2987 | 01/09/2023 | 01/09/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Professional Liability | | | 106982718 | 09/18/2022 | 09/15/2023 | Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Deductible \$5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|--|
| CERTIFICATE HOLDER INSURED'S COPY FOR INFORMATIONAL PURPOSES ONLY | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



| | |
|----------------------------|---------------|
| Certificate/VID Number: | 1742804904700 |
| File/Vendor Number: | 059528 |
| Approval Date: | 08-DEC-2020 |
| Scheduled Expiration Date: | 08-DEC-2024 |

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LANGFORD COMMUNITY MANAGEMENT

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 11-DEC-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

RFQ Number & Name: (RFQ 23-060/JW) Professional Grant Administration and Planning Services for
NOAA Transformational Habitat Restoration and Coastal Resilience Grant Project(s)
(NOAA Grant No. NOAA-NMFS-HCPO-2023-200801)

Respondent's Company/Business Name: Langford Community Management Services, Inc.

Respondent's TAX ID Number: EIN 74-2804-904

If Applicable: HUB Vendor No. 1742804904700 DBE Vendor No. _____

Contact Person: Judy Langford Title: Owner/President

Phone Number (with area code): 512-452-0432

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: Judy@lcmsinc.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

9017 W. State Hwy., 29, Suite 206
Liberty Hill, TX 78642

| |
|-----------------------------|
| <p>REQUIRED FORM</p> |
|-----------------------------|

| |
|---------------------------|
| <p>Respondent:</p> |
|---------------------------|

| |
|---|
| <p>Please complete this form and include with RFQ response submission.</p> |
|---|

CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

| | |
|---|--|
|  _____ Signature of Contractor's Authorized Official | |
| Judy Langford, Owner/President _____ Name and Title of Contractor's Authorized Official (Please Print) | |
| 9/14/2023 _____ Date | |

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

| OFFICE USE ONLY | |
|-----------------|--|
| Date Received | |

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

NO CONFLICT OF INTEREST

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?

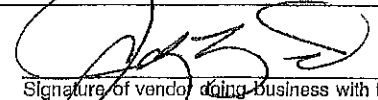
Yes No

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

September 1, 2023

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
- (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.

Certification Regarding Lobbying

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

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


(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, LCMS, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



 Signature of Contractor's Authorized Official

Judy Langford, President

 Printed Name and Title of Contractor's Authorized Official

September 1, 2023

Date

Approved by OMB
0348-0046**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|--|
| 1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award | 3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: , \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: <u>Judy Langford</u> Title: <u>President</u> Telephone No.: <u>512-452-0432</u> Date: <u>09/01/23</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson 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) "Non-resident RFQ Respondent" refers to a person who is not a resident.
- (4) "Resident RFQ Respondent" 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 ^{Langford Community Management Services, Inc.} _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

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

| | | |
|---|---|--|
| Taxpayer Identification Number (T.I.N.): | | 74-2804-904 |
| Company Name submitting bid/proposal/response: | | Langford Community Management Services, Inc. |
| Mailing address: | 9017 W. State Hwy. 29, Liberty Hill, TX 78642 | |
| 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 Jefferson County.

| Jefferson County Tax Acct. No.* | Property address or location** |
|---------------------------------|--------------------------------|
| N/A | N/A |
| | |
| | |

* This is the property amount identification number assigned by the Jefferson 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.

REQUIRED FORM
Respondent:
 Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

I, Judy Langford, the undersigned representative of (company or business name) Langford Community Management Services, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

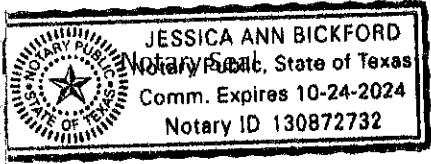
Pursuant to Section 2270.002, Texas Government Code:

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

[Signature]
Signature of Company Representative

9/14/2023
Date

On this 14th day of September, 2023, personally appeared Judy Langford, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Jessica Ann Bickford
Notary Signature
10-24-2024
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Langford Community Management Services, Inc.

Company Name

(RFQ 23-060/JW) Professional Grant Administration and Planning Services for NOAA Transformational Habitat Restoration and Coastal Resilience Grant Project(s) (NOAA Grant No. NOAA-NMFS-HCPO-2023-200801)

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

NON-DISCLOSURE AGREEMENT


In consideration of Jefferson County 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 County or any selected County 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 County, and more specifically agree as follows:

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, 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 County.
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 County.
3. Consultant agrees to maintain the confidentiality of any and 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 County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
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 Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County 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 County 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]

Langford Community Management Services, Inc.

By: 
 Title: Owner/President
 Date: 9/14/2023

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

regulations. When required, LCMS, Inc. must furnish County satisfactory proof of compliance therewith.

- 27.9. LCMS, Inc. certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 27.10. LCMS, Inc. certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Jefferson County.
- 27.11. LCMS, Inc. will develop and implement an agency-wide drug free work place policy. LCMS, Inc. will also require that all contracts between itself and subcontractors also comply with said requirements.
- 27.12. LCMS, Inc. understands that reimbursement for costs under this Agreement must be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- 27.13. Under Section 231.006, Texas Family Code, LCMS, Inc. certifies to County that LCMS, Inc. is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. LCMS, Inc. hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 27.14. LCMS, Inc. certifies to County that LCMS, Inc. is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- 27.15. LCMS, Inc. certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- 27.16. Failure by LCMS, Inc. to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of LCMS, Inc. invoices or the offset of funds billed in LCMS, Inc. invoices or previously paid to LCMS, Inc.

28. SIGNATORY WARRANTY:

The person signing and executing this Agreement on behalf of LCMS, Inc., hereby warrants and guarantees that he is duly authorized by LCMS, Inc. to execute this Agreement on behalf of LCMS, Inc. and to validly and legally bind LCMS, Inc. to all the terms of this Agreement.

29. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Jefferson County, Texas and Langford Community Management Services, Inc. accept the terms of this Agreement in full.

EXECUTED this 10th day of October, 2023.

JEFFERSON COUNTY, TEXAS:

BY: [Signature]
Jeff R. Branick
County Judge
Jefferson County, Texas

Langford Community Management Services, Inc.

BY: [Signature]
Judy Langford, President/Owner



ATTEST [Signature]
DATE 10/10/23



Align top of FedEx Express® shipping label here.
473

pracc

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

FedEx
Track (0216) 8181 3038 8911
WED - 20 SEP AA
MORNING 2DAY
BA BPTA
77701
TX-US
IAH
5507754 1 (Sep2023) 0004 68164/0035/0008

00004
00052

FedEx Express Package US Airbill FedEx Tracking Number: 8181 3038 8911

1 From
Date: 9-18-23
Sender's Name: [Redacted] Phone: 512-452-6422
Company: L&L
Address: [Redacted]
City: LEBANON State: TX ZIP: 78645

2 Your Internal Billing Reference

3 To Recipient's Name: [Redacted] Phone: 409-653-8400
Company: Jefferson County Purchasing Department
Address: 1149 Pearl Street, 1st Floor
City: Beaumont State: TX ZIP: 77701

0215

4 Express Package Service *To next location. Packages up to 150 lbs. For packages over 150 lbs, see the FedEx Express Prohibited Items Manual.

Next Business Day
 FedEx First Overnight
 FedEx Priority Overnight
 FedEx Standard Overnight

2 or 3 Business Days
 FedEx 2Day A.M.
 FedEx 2Day
 FedEx Express Saver

5 Packaging
 FedEx Envelope
 FedEx Pak
 FedEx Box
 FedEx Tube
 Other

6 Special Handling and Delivery Signature Options
 Saturday Delivery
 No Signature Required
 Direct Signature
 Indirect Signature

Does this shipment contain dangerous goods?
 No
 Yes

7 Payment Bill To
 Recipient
 Third Party

Total Packages: [Redacted] Total Weight: [Redacted]

RECEIVED 10:38 AM 9/20/23

Professional Grant Administration and Planning Services for
NOAA Transformational Habitat Restoration and Coastal Resilience Grant
Project(s)
(NOAA Grant No. NOAA-NMFS-HCPO-2023-200801)
RFQ: 23-080/JW Opening Date: September 21, 2023 @ 11:00 AM CT


JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

 1149 Pearl Street
 1st Floor, Beaumont, TX 77701

 OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

Addendum to RFQ

RFQ NUMBER: RFQ 23-060/JW
RFQ TITLE: PROFESSIONAL GRANT ADMINISTRATION AND PLANNING SERVICES FOR NOAA TRANSFORMATIONAL HABITAT RESTORATION AND COASTAL RESILIENCE GRANT PROJECT(S) (NOAA GRANT NO. NOAA-NMFS-HCPO-2023-200801)
RFQ DUE BY: 11:00 AM CT, THURSDAY, SEPTEMBER 21, 2023
ADDENDUM NO.: 2
ISSUED (DATE): 9/18/2023

To RFQ Respondent: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFQ Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFQ response submission.** If the RFQ response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and RFQ Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- **Addition of Cost Proposal Form for RFQ Submission**

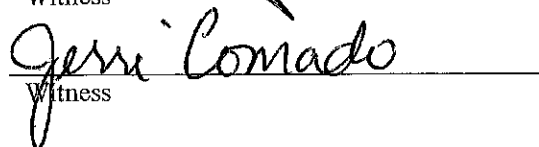
The information included herein is hereby incorporated into the documents of this present RFQ matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:



 Witness



 Witness

Approved by _____ Date: _____



 Authorized Signature (Respondent)

Owner/President

Title of Person Signing Above

Judy Langford

Typed Name of Business or Individual

9017 W. State Hwy. 29, Liberty Hill, TX 78642

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ 23-060/JW)

PROFESSIONAL GRANT ADMINISTRATION AND PLANNING SERVICES FOR NOAA
 TRANSFORMATIONAL HABITAT RESTORATION AND COASTAL RESILIENCE GRANT PROJECT(S)
 (NOAA GRANT NO. NOAA-NMFS-HCPO-2023-200801)

CLARIFICATIONS

QUESTION 1: Would Jefferson County consider extending the deadline to allow respondents time to incorporate any Addenda into the response?

ANSWER: NO.

The County is unable to extend the deadline for RFQ submissions for this project due to the overall timeframe for the grant application submission.

QUESTION 2: How long will the review committee take to select a contractor for RFQ 23-060/JW?

ANSWER: Due to the time constraints of the grant application for CWDG Projects funding, the Selection Review Committee and Award/Contract process will be expedited, with a goal of having the RFQ awarded and contract executed by the second week of October.

QUESTION 3: Is a Cost of Services required? If so, could the County provide the form?

ANSWER: Yes. Respondents may submit the **Cost Proposal Form** included in this addendum, **PAGE 3**.

QUESTION 4: The RFQ states a that there is a 35-page limit for the RFQ Response (not including the RFQ specifications document or addenda). Question: Would the County permit an appendix for resumes?

ANSWER: Yes, Resumes may be included as an appendix – this inclusion will not count towards the 35-page response limit.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
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COST PROPOSAL FORM (RFQ 23-060/JW)

Scope of Work: The management consultant or firm to be hired is to provide contract-related management services to the County including, but not limited to, the following:

Pre-Award (services associated with developing and requesting funds through the NOAA program)

- Grant Writing and Application Preparation
- Respond to Requests for Information (RFI) regarding projects
- Assemble Environmental and Historic Preservation Review (EHP) as needed
- Participate in Public Outreach if applicable (e.g. advertising, public meetings)
- Act as Liaison between project engineer, the State, and NFS
- Attend workshops and meetings related to the development and submission of the application

Post-Award Grant Management Activities: (services associated with administering CWDG projects)

- Record-keeping and financial management
- Environmental clearance procedures
- Real property acquisition procedures under Uniform Act
- Equal employment opportunity requirements
- Project Management
- Technical Monitoring (e.g. site visits, technical meetings)
- Monitor and evaluate the progress of activities in accordance with the approved SOW and budget
- Project close-out assistance

COST TO PROVIDE SERVICES AS DESCRIBED WITHIN THIS RFQ:

PRE-FUNDING SERVICES

\$ _____ 0 _____ . _____

POST-FUNDING SERVICES

\$ 2,000,000.00 (8% based on \$25,000,000.00 in eligible project(s))

Special Note: *Our post-funding services fees are based on the maximum possible grant award, and we would be willing to re-negotiate and lower our fees to match the grant total once project(s) are identified and approved by the County.*

00005

00052

FedEx Express Package US Airbill
8181 3038 8922

Form ID No. 0215
477

1 From
Date
Sender's Name
Company
Address
City
State TX ZIP 72642

2 Your Internal Billing Reference

3 To Recipient's Name
Company
Address
City
State TX ZIP 77701

4 Express Package Service
Next Business Day
2 of 3 Business Days
FedEx First Overnight
FedEx Priority Overnight
FedEx Standard Overnight
FedEx 2Day A.M.
FedEx 2Day
FedEx Express Saver

5 Packaging
FedEx Envelope
FedEx Pak
FedEx Box
FedEx Tube
Other

6 Special Handling and Delivery Signature Options
Saturday Delivery
No Signature Required
Direct Signature
Indirect Signature

Does this shipment contain dangerous goods?
No
Yes
Dry Ice
Cargo Aircraft Only

7 Payment Bill to:
Sender
Recipient
Third Party



LANGF COMMUNITY SERVICES
Jefferson County Purchas
1149 Pearl Street,
Beaumont, Texas

RECEIVED 10:53 AM 9/20/23
2023

FedEx TRK# 8181 3038 8922
WED - 20 SEP AA
43 BPTA
77701 TX-US IAH
PRIORITY OVERNIGHT

USDA Forest Service
Professional Grant Administration and Protection
Community Wildfire Defense Grant
NOAA-NMFS-HCPD-2023-200801
RFQ Due By: 11:00 AM CT, Thursday, September 21, 2023

fedex.com 1.800.GoFedEx 1.800.463.3339

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MEMORANDUM

TO: COMMISSIONERS COURT
FROM: PATRICK SWAIN
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 4, 2023

The following budget amendment for the Criminal District Court is necessary for additional for indigent defense.

| | | |
|-------------------|---------------------------|-----------|
| 120-2032-412-5072 | Pauper Attorney Fees | \$125,000 |
| 120-1024-419-5065 | Retirees Health Insurance | \$125,000 |



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

MEMORANDUM

To: Patrick Swain
County Auditor

From: Deborah Clark
Purchasing Agent

Date: October 4, 2023

Re: Purchasing Budget Amendment

I am requesting a transfer \$2800.00 from 12010224191002 to 1201022419405001. This is to add funds for the 2022-2023 Budget Year to cover advertising cost.

Thank you for your attention to this matter.

**2024 Jefferson County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 10 day of October, 2023.



Jeff R. Branick
County Judge

Attest: 

County Clerk



| NAME | AMOUNT | CHECK NO. 481 | TOTAL |
|-------------------------------|-----------|---------------|-------------|
| JURY FUND | | | |
| CHAPMAN VENDING | 424.39 | 510916 | 424.39** |
| ROAD & BRIDGE PCT.#1 | | | |
| SPIDLE & SPIDLE | 5,797.64 | 510728 | |
| BEAUMONT TRACTOR COMPANY | 1,625.00 | 510734 | |
| ACE IMAGEWEAR | 86.08 | 510773 | |
| SMART'S TRUCK & TRAILER, INC. | 287.34 | 510774 | |
| ADVANCE AUTO PARTS | 343.46 | 510860 | |
| GULF COAST | 777.00 | 510903 | 8,916.52** |
| ROAD & BRIDGE PCT.#2 | | | |
| CITY OF NEDERLAND | 222.21 | 510739 | |
| ENTERGY | 241.05 | 510749 | |
| HARTMANN BLDG. SPECIALITIES | 134.68 | 510750 | |
| KIRKSEY'S SPRINT PRINTING | 24.95 | 510755 | |
| M&D SUPPLY | 236.90 | 510758 | |
| MUSTANG CAT | 295.97 | 510761 | |
| RITTER @ HOME | 861.70 | 510767 | |
| ROMCO EQUIPMENT, INC. | 1,916.58 | 510768 | |
| SETZER HARDWARE, INC. | 452.54 | 510772 | |
| ACE IMAGEWEAR | 59.46 | 510773 | |
| W. JEFFERSON COUNTY M.W.D. | 28.77 | 510785 | |
| BUMPER TO BUMPER | 32.82 | 510820 | |
| ACT PIPE AND SUPPLY | 2,256.00 | 510841 | |
| HOLLIER CONSTRUCTION CO LLC | 2,000.00 | 510891 | |
| CY-FAIR TIRE | 72.45 | 510900 | 8,836.08** |
| ROAD & BRIDGE PCT. # 3 | | | |
| ENTERGY | 521.13 | 510749 | |
| SANITARY SUPPLY, INC. | 1,873.56 | 510770 | |
| AT&T | 96.76 | 510776 | |
| MATHESON TRI-GAS | 181.84 | 510780 | |
| W. JEFFERSON COUNTY M.W.D. | 28.77 | 510785 | |
| WINDSTREAM | 48.49 | 510828 | |
| ON TIME TIRE | 495.00 | 510854 | |
| GULF COAST | 5,367.82 | 510903 | |
| GERALD T PELTIER JR | 200.00 | 510904 | 8,813.37** |
| ROAD & BRIDGE PCT.#4 | | | |
| A&A EQUIPMENT | 2,733.92 | 510724 | |
| RB EVERETT & COMPANY, INC. | 5,892.69 | 510744 | |
| ENTERGY | 1,311.90 | 510749 | |
| M&D SUPPLY | 218.51 | 510758 | |
| W. JEFFERSON COUNTY M.W.D. | 94.11 | 510785 | |
| TRANTEX, INC. | 3,195.00 | 510791 | |
| MCKESSON MEDICAL-SURGICAL INC | 999.63 | 510792 | |
| MARTIN PRODUCT SALES LLC | 22,509.20 | 510830 | |
| ON TIME TIRE | 590.08 | 510854 | |
| PETROLEUM MATERIALS LLC | 100.00 | 510867 | |
| FUNCTION 4 LLC | 120.00 | 510878 | |
| ALL TERRAIN EQUIPMENT CO | 158.94 | 510881 | |
| US FLAG AND FLAGPOLE SUPPLY | 107.12 | 510890 | |
| COTTON CARGO | 68.00 | 510901 | |
| GULF COAST | 4,693.55 | 510903 | |
| ODP BUSINESS SOLUTIONS, LLC | 150.93 | 510931 | |
| MUNRO'S UNIFORM SERVICES, LLC | 92.34 | 510934 | 40,734.80** |
| PARKS & RECREATION | | | |
| ENTERGY | 113.72 | 510749 | |
| W. JEFFERSON COUNTY M.W.D. | 57.54 | 510785 | |
| PRO CHEM INC | 317.60 | 510856 | |
| ALL TERRAIN EQUIPMENT CO | 99.78 | 510881 | |
| GULF COAST | 2,197.23 | 510903 | 2,785.87** |
| GENERAL FUND | | | |

| NAME | AMOUNT | CHECK NO. 482 | TOTAL |
|-------------------------------------|------------|---------------|-------------|
| JEFFERSON CTY. CLERK | 10,863.11 | 510725 | 10,863.11* |
| TAX OFFICE | | | |
| AT&T | 144.87 | 510776 | |
| UNITED STATES POSTAL SERVICE | 294.03 | 510803 | |
| UNITED STATES POSTAL SERVICE | 39.36 | 510804 | |
| US POSTAL SERVICE | 35,000.00 | 510807 | |
| ROCHESTER ARMORED CAR CO INC | 378.40 | 510849 | |
| ODP BUSINESS SOLUTIONS, LLC | 922.52 | 510931 | 36,779.18* |
| COUNTY HUMAN RESOURCES | | | |
| UNITED STATES POSTAL SERVICE | 4.04 | 510803 | |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 112.00 | 510875 | 116.04* |
| AUDITOR'S OFFICE | | | |
| UNITED STATES POSTAL SERVICE | 18.81 | 510803 | |
| PATRICIA MOODY | 30.13 | 510888 | |
| KATRENA THERIOT | 150.00 | 510897 | |
| SUPERION LLC | 70,120.07 | 510906 | |
| DANNA O'QUINN | 104.80 | 510919 | |
| ODP BUSINESS SOLUTIONS, LLC | 244.53 | 510931 | 70,668.34* |
| COUNTY CLERK | | | |
| CDW COMPUTER CENTERS, INC. | 147.06 | 510790 | |
| UNITED STATES POSTAL SERVICE | 325.13 | 510803 | |
| UNITED STATES POSTAL SERVICE | 55.35 | 510804 | |
| ODP BUSINESS SOLUTIONS, LLC | 335.73 | 510931 | 863.27* |
| COUNTY JUDGE | | | |
| CAYLA CALAMIA | 1,000.00 | 510737 | |
| UNITED STATES POSTAL SERVICE | 3.22 | 510803 | |
| THOMAS O. MOSES | 500.00 | 510824 | |
| J.T. HAYNES | 500.00 | 510827 | |
| GREGORY LAW FIRM | 500.00 | 510852 | 2,503.22* |
| RISK MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | 2.85 | 510803 | |
| ODP BUSINESS SOLUTIONS, LLC | 455.99 | 510931 | 458.84* |
| COUNTY TREASURER | | | |
| UNITED STATES POSTAL SERVICE | 228.20 | 510803 | |
| ODP BUSINESS SOLUTIONS, LLC | 28.99 | 510931 | 257.19* |
| PURCHASING DEPARTMENT | | | |
| UNITED STATES POSTAL SERVICE | 55.19 | 510803 | 55.19* |
| GENERAL SERVICES | | | |
| CASH ADVANCE ACCOUNT | 25.00 | 510753 | |
| SECOND AD JUD REGION | 34,579.19 | 510771 | |
| VERIZON WIRELESS | 303.94 | 510800 | |
| IEA - INSPIRE, ENCOURAGE, ACHIEVE | 240,000.00 | 510801 | |
| FIBERLIGHT LLC | 1,998.75 | 510912 | |
| DEBTBOOK | 7,500.00 | 510920 | 284,406.88* |
| DATA PROCESSING | | | |
| CDW COMPUTER CENTERS, INC. | 279.53 | 510790 | |
| ODP BUSINESS SOLUTIONS, LLC | 409.98 | 510931 | |
| AMAZON CAPITAL SERVICES | 42.72 | 510938 | 732.23* |
| VOTERS REGISTRATION DEPT | | | |
| UNITED STATES POSTAL SERVICE | 287.48 | 510803 | 287.48* |
| DISTRICT ATTORNEY | | | |

| NAME | AMOUNT | CHECK NO. 483 | TOTAL |
|------------------------------------|----------|---------------|------------|
| NELL MCCALLUM & ASSOC., INC. | 1,049.80 | 510760 | |
| TEXAS DISTRICT & COUNTY ATTY ASSN. | 435.00 | 510778 | |
| UNITED STATES POSTAL SERVICE | 181.96 | 510803 | |
| ANGELA L MORMAN | 1,126.28 | 510835 | |
| THOMSON REUTERS-WEST | 490.26 | 510862 | |
| RAYMOND SHEARER | 793.05 | 510885 | |
| PHILLIP SMITH | 1,068.67 | 510918 | |
| ALISA BLANKENSHIP | 81.40 | 510947 | |
| DISTRICT CLERK | | | 5,226.42* |
| UNITED STATES POSTAL SERVICE | 674.62 | 510803 | |
| AMAZON CAPITAL SERVICES | 468.96 | 510938 | |
| CRIMINAL DISTRICT COURT | | | 1,143.58* |
| DOUGLAS M. BARLOW, ATTORNEY AT LAW | 1,256.25 | 510733 | |
| THOMAS J. BURBANK PC | 1,550.00 | 510736 | |
| EDWARD B. GRIPON, M.D., P.A. | 3,480.00 | 510747 | |
| WILLIAM MARCUS WILKERSON | 800.00 | 510858 | |
| TURK LAW FIRM | 700.00 | 510859 | |
| B. E. FRANKLIN LAW FIRM, PLLC | 1,814.60 | 510937 | |
| 58TH DISTRICT COURT | | | 9,600.85* |
| THOMSON REUTERS-WEST | 60.00 | 510862 | |
| 136TH DISTRICT COURT | | | 60.00* |
| TERI DAIGLE, CSR, RPR | 300.00 | 510796 | |
| 252ND DISTRICT COURT | | | 300.00* |
| UNITED STATES POSTAL SERVICE | 70.09 | 510803 | |
| JASON ROBERT NICKS | 900.00 | 510847 | |
| 279TH DISTRICT COURT | | | 970.09* |
| ANITA F. PROVO | 4,682.50 | 510765 | |
| NATHAN REYNOLDS, JR. | 330.00 | 510766 | |
| JOEL WEBB VAZQUEZ | 220.00 | 510818 | |
| KIMBERLY PHELAN, P.C. | 3,405.00 | 510826 | |
| TONYA CONNELL TOUPS | 770.00 | 510837 | |
| BRITTANIE HOLMES | 990.00 | 510857 | |
| LINDSEY SCOTT | 330.00 | 510871 | |
| THE PARDUE LAW FIRM, PLLC | 693.00 | 510909 | |
| ALICIA K HALL PLLC | 440.00 | 510911 | |
| SHELANDER LAW OFFICE | 110.00 | 510917 | |
| ODP BUSINESS SOLUTIONS, LLC | 135.96 | 510931 | |
| 317TH DISTRICT COURT | | | 12,106.46* |
| NATHAN REYNOLDS, JR. | 385.00 | 510766 | |
| KEVIN S. LAINE | 325.00 | 510787 | |
| LANGSTON ADAMS | 550.00 | 510813 | |
| JOEL WEBB VAZQUEZ | 600.00 | 510818 | |
| KIMBERLY PHELAN, P.C. | 3,140.00 | 510826 | |
| RONALD PLESSALA | 325.00 | 510840 | |
| BRITTANIE HOLMES | 330.00 | 510857 | |
| WILLIAM FORD DISHMAN | 770.00 | 510864 | |
| THE PARDUE LAW FIRM, PLLC | 825.00 | 510909 | |
| JUSTICE COURT-PCT 1 PL 1 | | | 7,250.00* |
| UNITED STATES POSTAL SERVICE | 93.72 | 510803 | |
| JUSTICE COURT-PCT 1 PL 2 | | | 93.72* |
| UNITED STATES POSTAL SERVICE | 32.87 | 510803 | |
| JUSTICE COURT-PCT 4 | | | 32.87* |
| ODP BUSINESS SOLUTIONS, LLC | 63.81 | 510931 | |
| JUSTICE COURT-PCT 6 | | | 63.81* |

| NAME | AMOUNT | CHECK NO. 484 | TOTAL |
|-------------------------------------|----------|---------------|-----------|
| UNITED STATES POSTAL SERVICE | 54.30 | 510803 | |
| DIRECTV, LLC | 104.23 | 510923 | |
| ODP BUSINESS SOLUTIONS, LLC | 72.17 | 510931 | 230.70* |
| JUSTICE COURT-PCT 7 | | | |
| AT&T | 44.29 | 510776 | 44.29* |
| JUSTICE OF PEACE PCT. 8 | | | |
| UNITED STATES POSTAL SERVICE | 187.74 | 510804 | 187.74* |
| COUNTY COURT AT LAW NO.1 | | | |
| UNITED STATES POSTAL SERVICE | 7.52 | 510803 | |
| GERALD EDDINS | 1,220.60 | 510861 | 1,228.12* |
| COUNTY COURT AT LAW NO. 2 | | | |
| JACK LAWRENCE | 400.00 | 510729 | |
| A. MARK FAGGARD | 250.00 | 510745 | |
| JOHN EUGENE MACEY | 550.00 | 510759 | |
| UNITED STATES POSTAL SERVICE | 16.93 | 510803 | |
| SIERRA SPRING WATER CO. - BT | 58.95 | 510805 | |
| JOEL WEBB VAZQUEZ | 950.00 | 510818 | |
| LAW OFFICE OF GILES R COLE & ASSOC | 250.00 | 510915 | 2,475.88* |
| COUNTY COURT AT LAW NO. 3 | | | |
| TODD W LEBLANC | 250.00 | 510726 | |
| CASH ADVANCE ACCOUNT | 1,080.41 | 510753 | |
| NATHAN REYNOLDS, JR. | 250.00 | 510766 | |
| CHARLES ROJAS | 250.00 | 510794 | |
| UNITED STATES POSTAL SERVICE | 14.15 | 510803 | |
| LANGSTON ADAMS | 400.00 | 510813 | |
| WILLIAM MARCUS WILKERSON | 250.00 | 510858 | |
| THOMSON REUTERS-WEST | 167.00 | 510862 | |
| LINDSEY SCOTT | 400.00 | 510871 | |
| LAW OFFICE OF GILES R COLE & ASSOC | 250.00 | 510915 | 3,311.56* |
| COURT MASTER | | | |
| UNITED STATES POSTAL SERVICE | 8.53 | 510803 | |
| ODP BUSINESS SOLUTIONS, LLC | 245.36 | 510931 | 253.89* |
| MEDIATION CENTER | | | |
| UNITED STATES POSTAL SERVICE | 5.37 | 510803 | |
| 4IMPRINT, INC. | 632.77 | 510808 | |
| AMANDA TRIM | 69.43 | 510877 | |
| PAMELA MCGEE | 55.67 | 510926 | |
| ODP BUSINESS SOLUTIONS, LLC | 1,295.04 | 510931 | 2,058.28* |
| COMMUNITY SUPERVISION | | | |
| ODP BUSINESS SOLUTIONS, LLC | 460.53 | 510931 | 460.53* |
| SHERIFF'S DEPARTMENT | | | |
| CITY OF NEDERLAND | 42.02 | 510739 | |
| COCOMO JOE'S | 256.70 | 510742 | |
| FED EX | 38.60 | 510746 | |
| JEFFERSON CTY. SHERIFF'S DEPARTMENT | 1,160.00 | 510751 | |
| AT&T | 388.12 | 510776 | |
| UNITED STATES POSTAL SERVICE | 2,479.07 | 510803 | |
| BEST BUY BUSINESS ADVANTAGE ACCOUNT | 1,264.90 | 510865 | |
| GALLS LLC | 81.91 | 510870 | |
| VECTOR SECURITY | 215.00 | 510880 | |
| RWB TOOLS | 238.50 | 510895 | |
| BEARCOM / KAY ELECTRONICS | 260.00 | 510899 | |
| SPINDLETOP PLUMBING | 1,075.00 | 510922 | |
| ODP BUSINESS SOLUTIONS, LLC | 1,140.22 | 510931 | |
| BEAUMONT OCCUPATIONAL SERVICES | 153.95 | 510944 | |

| NAME | AMOUNT | CHECK NO. 485 | TOTAL | |
|--|------------|---------------|-------------|-----------|
| CENTRALSQUARE TECHNOLOGIES LLC | 3,000.00 | 510955 | 11,793.99* | |
| CRIME LABORATORY | | | | |
| LEGER'S SHOOTING RANGE | 83.48 | 510810 | 1,993.64* | |
| CLINIQA CORPORATION | 614.40 | 510819 | | |
| TECHSCAN INC | 660.00 | 510825 | | |
| CAYMAN CHEMICAL COMPANY | 401.00 | 510848 | | |
| FERGUSON ENTERPRISES INC | 184.76 | 510879 | | |
| BAK GLOBAL LLC | 50.00 | 510942 | | |
| JAIL - NO. 2 | | | | |
| AAA LOCK & SAFE | 1,564.00 | 510723 | 334,480.45* | |
| JOHNSTONE SUPPLY | 19.25 | 510731 | | |
| BELL FENCE MFG. CO. | 565.00 | 510735 | | |
| ECOLAB | 3,753.70 | 510743 | | |
| ENTERGY | 40,837.50 | 510749 | | |
| JACK BROOKS REGIONAL AIRPORT | 851.56 | 510752 | | |
| CASH ADVANCE ACCOUNT | 1,853.65 | 510753 | | |
| M&D SUPPLY | 81.51 | 510758 | | |
| AT&T | 1,110.83 | 510776 | | |
| WORTH HYDROCHEM OF THE GULF COAST | 390.00 | 510786 | | |
| MOTOROLA SOLUTIONS INC | 291.60 | 510789 | | |
| MONUMENT CONSTRUCTORS | 20,730.00 | 510823 | | |
| ATTABOY TERMITE & PEST CONTROL | 3,370.00 | 510845 | | |
| WORLD FUEL SERVICES | 1,846.97 | 510846 | | |
| INDUSTRIAL & COMMERCIAL MECHANICAL GALLS LLC | 113,786.00 | 510855 | | |
| TRINITY SERVICES GROUP INC | 1,475.56 | 510870 | | |
| MONTGOMERY TECHNOLOGY SYSTEMS, LLC | 137,891.07 | 510902 | | |
| MORTON MORROW INC | 2,215.30 | 510924 | | |
| | 1,846.95 | 510952 | | |
| JUVENILE PROBATION DEPT. | | | | |
| WILLIE DAVIS | 315.71 | 510727 | | 2,871.25* |
| EDWARD B. GRIPON, M.D., P.A. | 825.00 | 510747 | | |
| LARONDA TURNER | 247.59 | 510762 | | |
| UNITED STATES POSTAL SERVICE | 22.94 | 510803 | | |
| SHANNA CITIZEN | 30.13 | 510812 | | |
| ROXANA MITCHELL | 188.64 | 510872 | | |
| SHERONDA LEE | 47.82 | 510884 | | |
| EDWIN JAY FRANK | 197.16 | 510886 | | |
| CHARITY HIGHTOWER | 309.82 | 510889 | | |
| BRENDA WOOD | 117.90 | 510913 | | |
| TY-JUNEA JONES | 82.53 | 510921 | | |
| NICOLE BONSALE | 171.61 | 510940 | | |
| CASTILE COLBERT III | 209.60 | 510948 | | |
| LAQUITA TORRES | 104.80 | 510949 | | |
| JUVENILE DETENTION HOME | | | | |
| ENTERGY | 6,346.69 | 510749 | 12,034.84* | |
| CASH ADVANCE ACCOUNT | 518.55 | 510753 | | |
| SANITARY SUPPLY, INC. | 780.00 | 510770 | | |
| BEN E KEITH COMPANY | 3,686.00 | 510817 | | |
| A1 FILTER SERVICE COMPANY | 183.79 | 510853 | | |
| BIG THICKET PLUMBING INC | 365.00 | 510887 | | |
| FLOWERS BAKING COMPANY OF HOUSTON | 54.81 | 510935 | | |
| BAK GLOBAL LLC | 100.00 | 510942 | | |
| CONSTABLE PCT 1 | | | | |
| UNITED STATES POSTAL SERVICE | 62.32 | 510803 | 126.30* | |
| GALLS LLC | 63.98 | 510870 | | |
| CONSTABLE-PCT 6 | | | | |
| UNITED STATES POSTAL SERVICE | 33.11 | 510803 | 228.72* | |
| GALLS LLC | 161.55 | 510870 | | |
| ODP BUSINESS SOLUTIONS, LLC | 34.06 | 510931 | | |
| CONSTABLE PCT. 8 | | | | |

| NAME | AMOUNT | CHECK NO. 486 | TOTAL |
|-------------------------------------|-----------|---------------|------------|
| CDW COMPUTER CENTERS, INC. | 357.93 | 510790 | 357.93* |
| AGRICULTURE EXTENSION SVC | | | |
| TYLER FITZGERALD | 50.00 | 510894 | |
| CORENA N FITZGERALD | 50.00 | 510898 | |
| EPSILON SIGMA PHI | 160.00 | 510925 | |
| DISTRICT 9 TEXAS COUNTY AAA | 200.00 | 510941 | 460.00* |
| HEALTH AND WELFARE NO. 1 | | | |
| CLAYBAR FUNERAL HOME, INC. | 1,500.00 | 510740 | |
| MCKESSON MEDICAL-SURGICAL INC | 205.97 | 510792 | |
| UNITED STATES POSTAL SERVICE | 59.64 | 510803 | |
| ODP BUSINESS SOLUTIONS, LLC | 133.50 | 510931 | 1,899.11* |
| HEALTH AND WELFARE NO. 2 | | | |
| AT&T | 44.29 | 510776 | |
| MCKESSON MEDICAL-SURGICAL INC | 2,878.11 | 510792 | |
| UNITED STATES POSTAL SERVICE | 212.37 | 510804 | |
| CHARTER COMMUNICATIONS | 182.99 | 510928 | 3,317.76* |
| NURSE PRACTITIONER | | | |
| MCKESSON MEDICAL-SURGICAL INC | 6,883.92 | 510793 | |
| LESLIE RIGGS | 46.25 | 510868 | |
| BAK GLOBAL LLC | 50.00 | 510942 | 6,980.17* |
| CHILD WELFARE UNIT | | | |
| J.C. PENNEY'S | 487.76 | 510809 | |
| ROSS DRESS FOR LESS, INC. | 2,963.02 | 510832 | 3,450.78* |
| ENVIRONMENTAL CONTROL | | | |
| AT&T | 44.29 | 510776 | |
| ODP BUSINESS SOLUTIONS, LLC | 15.99 | 510931 | 60.28* |
| INDIGENT MEDICAL SERVICES | | | |
| CARDINAL HEALTH 110 INC | 16,006.35 | 510863 | 16,006.35* |
| EMERGENCY MANAGEMENT | | | |
| SABINE NECHES CHIEFS ASSOCIATION | 250.00 | 510769 | 250.00* |
| MAINTENANCE-BEAUMONT | | | |
| CITY OF BEAUMONT - WATER DEPT. | 139.40 | 510738 | |
| ENERGY | 497.98 | 510749 | |
| M&D SUPPLY | 68.57 | 510758 | |
| ACE IMAGEWEAR | 223.12 | 510773 | |
| SOUTHWEST BUILDING SYSTEMS | 153.54 | 510775 | |
| AT&T | 970.45 | 510776 | |
| WORTH HYDROCHEM OF THE GULF COAST | 290.00 | 510786 | |
| OTIS ELEVATOR COMPANY | 2,808.46 | 510816 | |
| CENTERPOINT ENERGY RESOURCES CORP | 631.43 | 510822 | |
| FIRETROL PROTECTION SYSTEMS, INC. | 2,200.00 | 510842 | |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 519.98 | 510869 | |
| VECTOR SECURITY | 2,329.44 | 510880 | |
| ADVANTAGE INTERESTS INC | 2,190.10 | 510882 | |
| BADGER DAYLIGHTING CORP | 1,554.24 | 510932 | |
| SOUTHWESTERN PAINT&WALLPAPER CO INC | 663.96 | 510939 | 15,240.67* |
| MAINTENANCE-PORT ARTHUR | | | |
| COASTAL WELDING SUPPLY INC | 115.00 | 510741 | |
| AT&T | 1,593.50 | 510776 | |
| COASTAL SPRINKLER COMPANY | 415.00 | 510788 | |
| LOWE'S HOME CENTERS, INC. | 426.55 | 510811 | |
| ALLIED ELECTRICAL SYSTEMS&SOLUTIONS | 270.00 | 510843 | |
| PARKER'S BUILDING SUPPLY | 80.67 | 510936 | |

| NAME | AMOUNT | CHECK NO. 487 | TOTAL |
|-------------------------------------|------------|---------------|--------------|
| JUST IN TIME LOCK AND KEY | 120.00 | 510956 | |
| MAINTENANCE-MID COUNTY | | | 3,020.72* |
| CITY OF NEDERLAND | 106.44 | 510739 | |
| ENTERGY | 456.56 | 510749 | |
| M&D SUPPLY | 212.66 | 510758 | |
| RITTER @ HOME | 84.30 | 510767 | |
| W. JEFFERSON COUNTY M.W.D. | 51.78 | 510785 | |
| AMAZON CAPITAL SERVICES | 39.50 | 510938 | |
| SERVICE CENTER | | | 951.24* |
| PHILPOTT MOTORS, INC. | 7,504.36 | 510763 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 510797 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 510798 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 510799 | |
| VOYAGER FLEET SYSTEM, INC. | 27,303.17 | 510815 | |
| BUMPER TO BUMPER | 788.71 | 510820 | |
| MIGHTY OF SOUTHEAST TEXAS | 892.61 | 510851 | |
| ADVANCE AUTO PARTS | 214.47 | 510860 | |
| MUNRO'S UNIFORM SERVICES, LLC | 318.68 | 510934 | |
| TOWN AND COUNTRY FORD | 382.86 | 510953 | |
| VETERANS SERVICE | | | 37,427.36* |
| UNITED STATES POSTAL SERVICE | .54 | 510803 | |
| UNITED STATES POSTAL SERVICE | 2.76 | 510804 | |
| ODP BUSINESS SOLUTIONS, LLC | 73.70 | 510931 | |
| MOSQUITO CONTROL FUND | | | 77.00* |
| | | | 908,118.32** |
| JACK BROOKS REGIONAL AIRPORT | 290.28 | 510752 | |
| ACE IMAGEWEAR | 65.32 | 510773 | |
| UNITED PARCEL SERVICE | 26.26 | 510781 | |
| WARREN EQUIPMENT CO. | 962.70 | 510784 | |
| TEXAS DEPARTMENT OF AGRICULTURE | 75.00 | 510873 | |
| TEXAS A&M AGRILIFE EXTENSION SERVIC | 150.00 | 510876 | |
| O'REILLY AUTO PARTS | 94.05 | 510892 | |
| NUTRIEN AG SOLUTIONS, INC | 24,771.60 | 510896 | |
| BOEING DIGITAL SOLUTIONS, INC | 432.00 | 510907 | |
| ES OPCO USA LLC | 117,393.50 | 510910 | |
| CHARTER COMMUNICATIONS | 80.83 | 510927 | |
| TOBACCO SETTLEMENT FUND | | | 144,341.54** |
| JULIE ROGERS "GIFT OF LIFE" PROGRAM | 250,000.00 | 510831 | |
| J.C. FAMILY TREATMENT | | | 250,000.00** |
| MARY BEVIL | 1,168.00 | 510908 | |
| COMMUNITY SUPERVISION FND | | | 1,168.00** |
| POSTMASTER | 75.60 | 510764 | |
| UNITED STATES POSTAL SERVICE | 101.71 | 510803 | |
| UNITED STATES POSTAL SERVICE | 33.63 | 510804 | |
| JCCSC | 78.00 | 510850 | |
| LAW OFFICER TRAINING GRT | | | 288.94** |
| ENTERGY | 536.64 | 510749 | |
| ODP BUSINESS SOLUTIONS, LLC | 224.88 | 510931 | |
| COUNTY CLERK - RECORD MGT | | | 761.52** |
| LAURIE LEISTER | 666.58 | 510933 | |
| COUNTY RECORDS MANAGEMENT | | | 666.58** |
| TRIANGLE BLUE PRINT CO., INC. | 1,500.00 | 510779 | |
| BEAUMONT HERITAGE SOCIETY | 100.00 | 510814 | |

| NAME | AMOUNT | CHECK NO. 488 | TOTAL |
|-------------------------------------|------------|---------------|--------------|
| HHM & ASSOCIATES, INC. | 6,922.81 | 510914 | |
| ODP BUSINESS SOLUTIONS, LLC | 568.88 | 510931 | |
| | | | 9,091.69** |
| HOTEL OCCUPANCY TAX FUND | | | |
| A&A EQUIPMENT | 31.54 | 510724 | |
| CITY OF BEAUMONT - WATER DEPT. | 395.56 | 510738 | |
| JOHNSON CONTROLS, INC. | 348.50 | 510754 | |
| M&D SUPPLY | 23.96 | 510758 | |
| VACUUM WORLD | 51.96 | 510782 | |
| UNITED STATES POSTAL SERVICE | 10.55 | 510803 | |
| 4IMPRINT, INC. | 4,324.77 | 510808 | |
| KATHI HUGHES | 89.08 | 510829 | |
| LA RUE ROUGEAU | 173.58 | 510834 | |
| JESSIE DAVIS | 81.88 | 510839 | |
| MANNING'S OFFICE SOLUTIONS LLC | 2,905.10 | 510874 | |
| FERGUSON ENTERPRISES INC | 20.56 | 510879 | |
| VICTORIA RHODES | 45.20 | 510905 | |
| MUNRO'S UNIFORM SERVICES, LLC | 61.72 | 510934 | |
| | | | 8,563.96** |
| CAPITAL PROJECTS FUND | | | |
| BRIZO CONSTRUCTION LLC | 82,477.94 | 510943 | |
| | | | 82,477.94** |
| AIRPORT FUND | | | |
| SPIDLE & SPIDLE | 814.44 | 510728 | |
| CITY OF NEDERLAND | 166.61 | 510739 | |
| COASTAL WELDING SUPPLY INC | 77.27 | 510741 | |
| LOUIS' YAZOO SALES & SERVICE, LLC | 544.85 | 510757 | |
| UNITED STATES POSTAL SERVICE | 1.07 | 510803 | |
| LOWE'S HOME CENTERS, INC. | 101.63 | 510811 | |
| DISH NETWORK | 115.37 | 510833 | |
| MHC DATACOMM, INC | 2,711.31 | 510844 | |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 12.62 | 510866 | |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 11.95 | 510869 | |
| TITAN AVIATION FUELS | 56,469.26 | 510893 | |
| ODP BUSINESS SOLUTIONS, LLC | 600.35 | 510931 | |
| | | | 61,626.73** |
| SE TX EMP. BENEFIT POOL | | | |
| EXPRESS SCRIPTS INC | 334,995.41 | 510883 | |
| ROCKSTAR ACQUISITIONS CORP | 17,804.00 | 510951 | |
| | | | 352,799.41** |
| SETEC FUND | | | |
| KOMMERCIAL KITCHENS | 22,869.81 | 510756 | |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 1,652.00 | 510855 | |
| | | | 24,521.81** |
| LIABILITY CLAIMS ACCOUNT | | | |
| JEFFERSON CTY - WORKERS COMP | 4,777.07 | 510950 | |
| | | | 4,777.07** |
| WORKER'S COMPENSATION FD | | | |
| JEFFERSON CTY - WORKERS COMP | 11,113.32 | 510950 | |
| | | | 11,113.32** |
| SHERIFF'S FORFEITURE FUND | | | |
| INTERCONTINENTAL JET CORP | 1,188.69 | 510821 | |
| SKYFLEA AVIATION | 520.00 | 510946 | |
| | | | 1,708.69** |
| LANGUAGE ACCESS FUND | | | |
| RUBEN ZAPATA | 400.00 | 510945 | |
| | | | 400.00** |
| ARPA CORONAVIRUS RECOVERY | | | |
| JEFFERSON CTY. WATER DISTRICT #10 | 168,547.67 | 510795 | |
| BRIZO CONSTRUCTION LLC | 340,162.74 | 510943 | |
| | | | 508,710.41** |
| J C ASSISTANCE DISTRICT 4 | | | |

| NAME | AMOUNT | CHECK NO. ⁴⁸⁹ | TOTAL |
|-------------------------------------|-----------|--------------------------|-----------------|
| ENTERGY | 10.50 | 510749 | 10.50** |
| APPELLATE JUDICIAL SYSTEM | | | |
| 9TH COURT OF APPEALS | 5,023.98 | 510838 | 5,023.98** |
| MARINE DIVISION | | | |
| BELL TEXTRON INC. | 30,395.00 | 510732 | |
| CITY OF NEDERLAND | 22.40 | 510739 | |
| JACK BROOKS REGIONAL AIRPORT | 956.26 | 510752 | |
| RITTER @ HOME | 272.20 | 510767 | |
| SETZER HARDWARE, INC. | 117.28 | 510772 | |
| SUN COAST RESOURCES, LLC. | 15,741.02 | 510777 | |
| DANNY G. WALKER | 322.25 | 510783 | |
| SIERRA SPRING WATER CO. - BT | 205.86 | 510806 | |
| BUMPER TO BUMPER | 120.53 | 510820 | |
| THE DINGO GROUP-PETE JORGENSEN MARI | 109.41 | 510836 | |
| ODP BUSINESS SOLUTIONS, LLC | 349.99 | 510931 | |
| PARACLETE AVIATION LIFE SUPPORT LLC | 4,995.91 | 510954 | 53,608.11** |
| SHERIFF - COMMISSARY | | | |
| JONES-ZYLON CO. | 42,143.48 | 510730 | |
| ECOLAB | 598.66 | 510743 | |
| FERGUSON ENTERPRISES INC | 22,581.78 | 510879 | 65,323.92** |
| | | | 2,565,613.47*** |



JURY SELECTION PLAN JEFFERSON COUNTY

STATUTORY AUTHORITY

This plan shall be in compliance with all portions of Chapter 62 of the Government Code, Vernon's Texas Code Annotated.

SOURCE OF NAMES

As stated in Section 62.001 of the Government Code, the source from which the jury wheel shall be constituted, is the names of all persons on the current voter registration lists from all the precincts in Jefferson County, Texas and the names of all citizens of the County who hold a valid Texas driver's license, and the citizens who hold valid person identification card or certificate issued by the Texas Department of Public Safety, as soon as such information is available from the Secretary of State; provided, however, that the names of persons listed on a register of persons exempt from jury service may not be placed in the jury wheel as provided in the Government code 62.108 and 62.109.

METHOD

Persons called for jury service shall be selected at random with the aid of electronic equipment in a fair, impartial and objective manner from the source of names required by Section 62.001 of the Government Code, taking into consideration those persons exempt from jury service as provided by Section 62.108 and 62.109 of the Government Code.

OFFICIAL IN CHARGE

The Clerk of the District Courts in Jefferson County, Texas is designated as the official to be in charge of the selection process and shall have the duties and authority set forth herein.

DATE OF RECONSTITUTION OF JURY SERVICE

At a time each year, on or before September 30th, the jury source shall be reconstituted from the certified list provided by the Secretary of State under the provisions of Section 62.001 of the Government Code.

NOTICE OF JURY SERVICE

The Judges of the District, County and Justice Courts shall provide in a timely manner to the District Clerk information regarding the required jury panels for the respective courts.

A true and complete written list showing the names and addresses of the persons summoned to begin jury service on a particular date shall be kept by the District Clerk until said list has been used.

A true and complete written list of the names and addressed of persons summoned to begin jury service on a particular date shall be filed with the County Clerk at least ten (10) days before that date.

The District Clerk shall summons by first class mail all persons so listed to be called for jury service on such date at least ten (10) days prior to the date such persons are to begin jury

service. The Clerk shall supply the computerized summon forms which shall be addressed to all persons selected.

Any authority or duty assigned to the District Clerk herein may be delegated to a deputy or other designee of such Clerk, including the Jefferson County Deputy Clerks as deputized by the District Clerk.

GENERAL JURY PANEL

A District Judge, County Court at Law Judge or Justice of the Peace may determine the number of prospective jurors that are reasonably necessary for the cases to be tried in their courts. Any District or County Court at Law Judge may act as a Presiding Judge for the jury qualifications and assign such jurors as may be needed into panels for the different courts.

ADDITIONAL JURORS

If the presiding judge determines that the number of jurors previously selected for any designated date is insufficient, he shall direct the District Clerk to prepare a supplemental list and summon such additional persons to those already summoned as may be necessary to meet the needs of the courts; provided that such supplemental summons shall be mailed at least ten (10) days prior to date of service.

AMENDMENTS

This plan may only be amended by the Commissioners' Court of Jefferson County, Texas upon recommendation of a majority of the District Judges of Jefferson County, Texas.

EFFECTIVE DATE

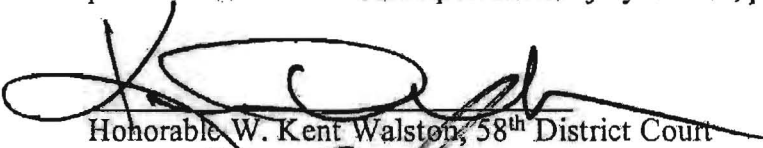
This plan shall become effective immediately upon its adoption and approval by the Commissioners' Court.

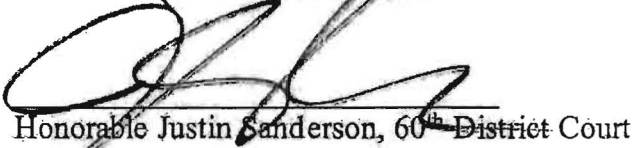
TO: Honorable Commissioners' Court of Jefferson County, Texas

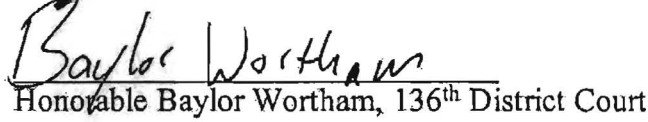
FROM: District Judges of Jefferson County, Texas

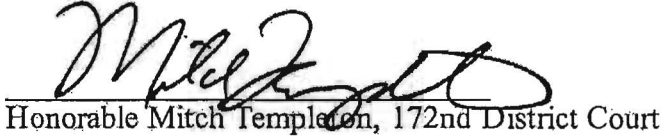
RE: Plan for procedures for selection of persons for jury service, pursuant to Government Code, Section 62.011

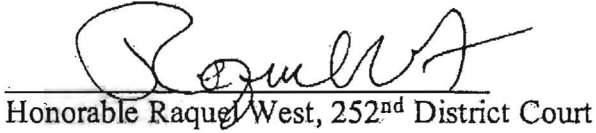
The undersigned majority of the District Judges of this County recommend to the County Commissioners' Court that the plan set forth and attached hereto be adopted by you as the plan for procedures for selection of persons for jury service, pursuant to Government Code, Section 62.011.


 Honorable W. Kent Walston, 58th District Court


 Honorable Justin Sanderson, 60th District Court

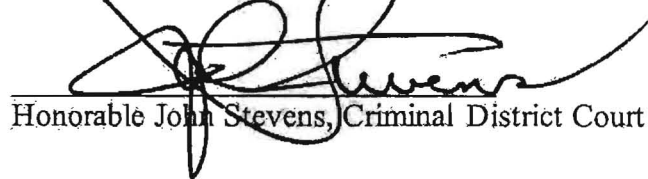

 Honorable Baylor Wortham, 136th District Court


 Honorable Mitch Templeton, 172nd District Court


 Honorable Raquel West, 252nd District Court



 Honorable Randy Shelton, 279th District Court


 Honorable Gordon Friez, 317th District Court


 Honorable John Stevens, Criminal District Court

return to:
 RETURN TO:
 LAURIE LEISTER
 COUNTY CLERKS OFFICE
 BEAUMONT, TX 77701

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS


 Roxanne Acosta-Hellberg, County Clerk
 Jefferson County, Texas
 October 10, 2023 03:03:38 PM
 FEE: \$0.00 2023028514



2024 County Holidays

January 15 (Monday)
Martin Luther King, Jr., Day

March 29 (Friday)
Good Friday

May 27 (Monday)
Memorial Day

June 19 (Wednesday)
Juneteenth

July 4 (Thursday)
Independence Day

September 2 (Monday)
Labor Day

November 11 (Monday)
Veteran's Day

November 28 & 29 (Thursday & Friday)
Thanksgiving

December 25 & 26 (Wednesday & Thursday)
Christmas

January 1, 2025 (Wednesday)
New Year's





PROCLAMATION

STATE OF TEXAS § COMMISSIONERS COURT
 COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 10 day of October, 2023, on motion made by Everette "Bo" Alfred Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

Texas Extension Education Association (TEEA) Week

WHEREAS, the Texas Extension Education Association of Jefferson County believes strong families are basic to the well being of Texas; and

WHEREAS, they have education programs that address critical needs impacting Texas families and communities; and

WHEREAS, they see education as a lifelong learning process; and

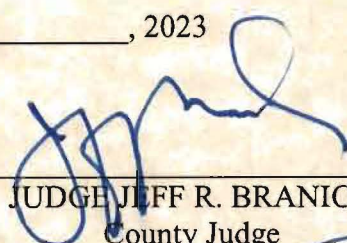
WHEREAS, they believe it is vital to develop leadership skills for personal growth in volunteers and opportunities for further development; and

WHEREAS, cultural, ethnic diversity and global awareness in programs and membership is present; and

WHEREAS, the Texas Extension Education Association cooperates with Texas A&M AgriLife Extension Service to attain mutual goals and October 8-14, 2023 is Texas Extension Education Association Week in Texas.

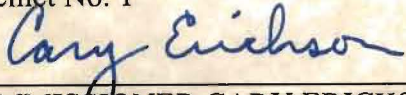
NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim the week of OCTOBER 8-14, 2023 TEXAS EXTENSION EDUCATION ASSOCIATION WEEK IN JEFFERSON COUNTY, TEXAS

Signed this 10 day of October, 2023


 JUDGE JEFF R. BRANICK
 County Judge



COMMISSIONER VERNON PIERCE
 Precinct No. 1


 COMMISSIONER CARY ERICKSON
 Precinct No. 2


 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

10/02/2023
Application Date

04-0W-23
Permit Number

State Permit Number
(If Applicable)

2
Precinct Number



191868

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Duphil Inc Phone Number: (409) 883-8550

Business Address: 6608 E 10 W Orange, TX 77632

Local Representative: DAN WEAVER

Description of Work/Type/Location: Pipeline and Facility construction

Description of Route: Gardner Rd. From Hwy 365 - South 1.2 mi. to a private Road.

Bond Number: SUR0079558 Bond Amount: \$100,000.00

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Duphil Inc.
Business Name

P.O. Box 458
Mailing Address

Orange, TX 77631

Dan Weaver Fleet Director
Representative Name and Title

[Signature] 9/28/2023
Representative Signature and Date

Jefferson County
[Signature]
County Engineer

[Signature]
Precinct Superintendent

[Signature]
Engineering Specialist



Restaurants



Hotels



Things to do



Museums



Transit



Pharmacies



ATMs

General Contractors

496

Hwy 365

365

AAA Flood Masters

Hwy 365

365

Hwy 365

County

1.23 mi

1.00 mi

0.50 mi

Measure distance
 Click on the map to add to your path
 Total distance: 1.23 mi (1.97 km)



**BOND
(License or Permit - Continuous)**

ARGONAUT INSURANCE COMPANY
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Bond No. SUR0079558

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Duphil Inc, as Principal, and **Argonaut Insurance Company**, a corporation duly incorporated under the laws of the State of Illinois and authorized to do business in the State of TX, as Surety, are held and firmly bound unto Jefferson County, as Obligee, in the penal sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Overweight Vehicle

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on the 27th day of September, 2023.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 27th day of September, 2023.

Duphil Inc
By: [Signature], Principal

Argonaut Insurance Company
By: [Signature]
Kevin McQuain, Attorney-in-Fact



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint: **Kevin McQuain**

Surety Bond No.: SUR0079558
Principal: Duphil Inc
Obligee: Jefferson County

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



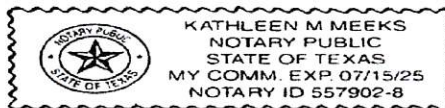
by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 27th day of September, 2023.



Austin W. King

Austin W. King, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

BOND
(License or Permit - Continuous)

ARGONAUT INSURANCE COMPANY
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

Bond No. SUR0079558

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Duphil Inc, as Principal, and **Argonaut Insurance Company**, a corporation duly incorporated under the laws of the State of Illinois and authorized to do business in the State of TX, as Surety, are held and firmly bound unto Jefferson County, as Obligee, in the penal sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Overweight Vehicle

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on the 27th day of September, 2023.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 27th day of September, 2023.

Duphil Inc
By: [Signature], Principal

Argonaut Insurance Company
By: [Signature], Attorney in fact



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

501

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint: **Kevin McQuain**

Surety Bond No.: SUR0079558
Principal: Duphil Inc
Obligee: Jefferson County

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



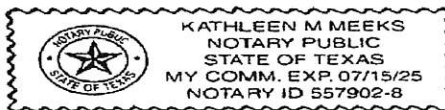
by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 27th day of September, 2023.



Austin W. King, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Argonaut Insurance Company and its affiliates by telephone for information or to make a complaint:

ARGONAUT INSURANCE COMPANY

Please send all notices of claim on this bond to:

**Argonaut Insurance Company
Argo Surety Claims
225 W. Washington St., 24th Floor
Chicago, IL 60606**

(833) 820-9137 (toll-free)

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(512) 490-1007

You may write the Texas Department of Insurance:

**P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Argo Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

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STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND _____

WHEREAS, Duphil Inc (hereinafter "Company") intends to conduct Pipeline construction [describe operation], (hereinafter the "Project") at a site located on Garnes Rd. (county road name) located in Precinct No. 2; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Garnes Rd.,
2. County Road _____; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Garnes Rd. and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of 9/19, 2023 to a termination date of 9/18, 2024. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

- 4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: GARNER and County [2nd road name: GARNER] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 10 day of October, 2023



Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 10 day of October, 2023

Attest:



Jefferson County Clerk



Authorized Agent for _____

THE STATE OF TEXAS,

§
§
§

COUNTY OF JEFFERSON

I, Carol Flanigan a notary public do hereby certify that on this 25th day of September, 2023, personally appeared before me Ron Redkey, being by me first duly sworn, declared that he is the Sr. VP of Duphil, Inc. and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 25th day of September, 2023



Carol Flanigan
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires 10/24/2026

Exhibit 1

Estimate of Cost: *SEE ATTACHED RATE SHEETS - JEFFERSON CO. PURCHASING DEPT.*

- Length of [1st road name]:
 - Type of road surface/material:
 - Number of culverts/bridges:
 - Any other special features:
- Length of [2nd road name]:
 - Type of road surface/material:
 - Number of culverts/bridges:
 - Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 35⁷/₁₀₀ per hour x _____ hours = \$ _____

Equipment Operator \$ 25⁷/₁₀₀ per hour x _____ hours = \$ _____

Other \$ 20⁷/₁₀₀ per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x _____ hours = \$ _____

Grader \$ 100 per hour x _____ hours = \$ _____

Other \$ 100 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location) *JEFF CO. PURCHASING SHEETS ATTACHED.*

Base mtl \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ _____ Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

IFB 19-040/YS

Term Contract for Road Building Materials for Jefferson County

Awarded: September 9, 2019

Renewal 1: 9/8/2020 – 9.7.2021

Renewal 2: 9/8/2021 – 9.7.2022

Renewal 3: 9/7/2022 – 9.6.2023

Updated 7/13/2023

CURRENT PRICING

1A. Rock Asphalt – Truck Delivery

(Price per ton, FOB, delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments | | Vulcan Construction Materials LLC | | |
|---|------------------------|-----------------------------------|----------------------------|----------------------------|
| | | China Rd | Viterbo Rd | Boyt Rd |
| 1 | Item 302 Type PB Gr 3 | 84.90 116.90 | 85.22 117.32 | 85.06 117.11 |
| 2 | Item 302 Type PB Gr 4 | 84.90 116.90 | 85.22 117.32 | 85.06 117.11 |
| 3 | Item 302 Type PB Gr 4S | 84.90 116.90 | 85.22 117.32 | 85.06 117.11 |
| *minimum 24 ton delivery, plus Fuel Service Charge | | | | |

1B. Rock Asphalt – Truck Delivery

(Price per ton, FOB delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | Vulcan Construction Materials LLC | | | |
|---|------------------------|-----------------------------------|----------------------------|----------------------------|----------------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| 1 | Item 302 Type PB Gr 3 | 84.42 116.27 | 82.02 113.12 | 84.74 116.69 | 84.42 116.27 |
| 2 | Item 302 Type PB Gr 4 | 84.42 116.27 | 82.02 113.12 | 84.74 116.69 | 84.42 116.27 |
| 3 | Item 302 Type PB Gr 4S | 84.42 116.27 | 82.02 113.12 | 84.74 116.69 | 84.42 116.27 |
| *minimum 24 ton delivery, plus Fuel Service Charge | | | | | |

1C. Rock Asphalt – Railroad Delivery
 (Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments | | Vulcan Construction Materials LLC | | |
|---|------------------------|-----------------------------------|---------------------------|---------------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| 1 | Item 302 Type PB Gr 3 | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 |
| 2 | Item 302 Type PB Gr 4 | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 |
| 3 | Item 302 Type PB Gr 4S | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 |
| Plus Fuel Service Charge | | | | |

1D. Rock Asphalt – Railroad Delivery
 (Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | Vulcan Construction Materials LLC | | | |
|---|------------------------|-----------------------------------|---------------------------|---------------------------|---------------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| 1 | Item 302 Type PB Gr 3 | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 |
| 2 | Item 302 Type PB Gr 4 | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 |
| 3 | Item 302 Type PB Gr 4S | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 | 66.34 78.84 |
| *minimum 4000 ton delivery, plus Fuel Delivery Charge | | | | | |

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 – Maximum P.I. 10)

| A. Truck Delivery – Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Flexible Base – Price per ton delivered from Vendor’s hopper to job site. Bidder shall supply material from location closest to the County project site. | | Vulcan Construction Materials LLC | |
|--|---------------|-----------------------------------|------------------------|
| | | Price per ton, tandem dump | Price per ton, trailer |
| 1. | 1 -10 miles | 28.00 31.10 | 28.00 31.10 |
| 2. | 11 – 20 miles | 29.00 32.30 | 29.00 32.30 |
| 3. | 21- 30 miles | 30.50 34.10 | 30.50 34.10 |
| 4. | 31 + miles | 36.00 40.70 | 36.00 40.70 |

| | | | |
|----------------------------|---------------------|--|--|
| B. Hopper Pick-Up | | Vulcan Construction Materials LLC | |
| Location | Address | Price per ton FOB truck shipping point | |
| 1. Beaumont | 1399 Carroll Street | 22.50 24.50 | |
| 2. Port Neches | | No Bid | |
| 3. Port Arthur | | No Bid | |
| 4. Other | | No Bid | |
| 5. Other | | No Bid | |
| Hours of Hopper Operation: | | 7 am – 5 pm *minimum 24 ton delivery | |

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

| | | | |
|---|-----------------|--|-----------------------------|
| A. Truck Delivery-Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Patching Material-Price per ton delivered from Vendor's hopper to job site. Bidder shall apply material from location closest to the County project site. | | Gulf Coast | |
| | | Price per ton, tandem dump | Price per ton, trailer |
| 1. 1 – 10 miles | | 95.00 104.00 | 95.00 104.00 |
| 2. 11 – 20 miles | | 97.70 106.00 | 97.70 106.00 |
| 3. 21 – 30 miles | | 100.85 110.00 | 100.85 110.00 |
| 4. 31+ miles | | 103.20 113.00 | 103.20 113.00 |
| B. Hopper Pick-Up | | Gulf Coast | |
| Location | Address | Price per ton FOB truck shipping point | |
| 1. Beaumont | 860 Pine Street | 90.00 97.00 | |
| 2. Port Neches | | No Bid | |
| 3. Port Arthur | | No Bid | |
| 4. Other | | No Bid | |
| 5. Other | | No Bid | |
| Hours of Hopper Operation: | | Mon-Fri, 7am-4pm | |

4A. Cement Stabilized Base – Truck Delivery (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

| | | | | | |
|---|---------------------------------|-------------------------------|-------------------------------|---------------------------|---------------------------|
| A-1. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 45.00 59.00 | 44.00 59.00 | 44.50 59.00 | | |
| A-2. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 45.00 59.00 | 44.50 59.00 | 45.00 59.00 | 44.50 59.00 |
| B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 48.00 62.00 | 47.00 62.00 | 47.50 62.00 | | |
| B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 48.00 62.00 | 47.50 62.00 | 48.00 62.00 | 47.50 62.00 |
| C-1. Item 276, Plant Mix, Crushed Stone, 3 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 54.00 70.00 | 53.00 70.00 | 53.50 70.00 | | |
| C-2. Item 276, Plant Mix, Crushed Stone, 3 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 54.00 70.00 | 53.50 70.00 | 54.00 70.00 | 53.50 70.00 |
| D-1. Item 276, Plant Mix, Crushed Stone, 4 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 60.00 78.00 | 59.00 78.00 | 59.50 78.00 | | |
| D-2. Item 276, Plant Mix, Crushed Stone, 4 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 60.00 78.00 | 59.50 78.00 | 60.00 78.00 | 59.50 78.00 |
| E-1. Item 401, Flowable Backfill, 1-1/2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 92.00 112.00/cy | 92.00 112.00/cy | 92.00 112.00/cy | | |

| | | | | | |
|--|---------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| E-2. Item 401, Flowable Backfill, 1-1/2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 92.00 112.00/cy | 92.00 112.00/cy | 92.00 112.00/cy | 92.00 112.00/cy |
| F-1. Item 401, Flowable Backfill, 2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 95.00 116.00/cy | 95.00 116.00/cy | 95.00 116.00/cy | | |
| | | | | | |
| F-2. Item 401, Flowable Backfill, 2 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 95.00 116.00/cy | 95.00 116.00/cy | 95.00 116.00/cy | 95.00 116.00/cy |

4A. Cement Stabilized Base – Truck Delivery (continued) (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

| | | | | | |
|--|---------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| G-1. Item 401, Flowable Backfill, 3 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 101.00 124.00/cy | 101.00 124.00/cy | 101.00 124.00/cy | | |
| G-2. Item 401, Flowable Backfill, 3 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 101.00 124.00/cy | 101.00 124.00/cy | 101.00 124.00/cy | 101.00 124.00/cy |
| H-1. Item 401, Flowable Backfill, 4 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | China Rd | Viterbo Rd | Boyt Rd | | |
| | 107.00 132.00/cy | 107.00 132.00/cy | 107.00 132.00/cy | | |
| H-2. Item 401, Flowable Backfill, 4 sack/ton | Martin Marietta Materials, Inc. | | | | |
| | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| | No Bid | 107.00 132.00/cy | 107.00 132.00/cy | 107.00 132.00/cy | 107.00 132.00/cy |

4B. Cement Stabilized Base – Hopper Pick Up

| | | |
|---|---------------------------------|--|
| A. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton | Martin Marietta Materials, Inc. | |
| | Address | Price per ton FOB truck shipping point |
| | 1. Beaumont | 2525 Dollinger 39.00 49.00 |
| | 2. Port Neches | No Bid |
| | 3. Port Arthur | No Bid |
| | 4. Other | No Bid |
| 5. Other | No Bid | |
| B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton | Martin Marietta Materials, Inc. | |

| | | Address | Price per ton FOB truck shipping point |
|----|-------------|----------------|--|
| 1. | Beaumont | 2525 Dollinger | 42.00 52.00 |
| 2. | Port Neches | | No Bid |
| 3. | Port Arthur | | No Bid |
| 4. | Other | | No Bid |
| 5. | Other | | No Bid |

| Martin Marietta Materials, Inc. | | | |
|--|-------------|----------------|--|
| | | Address | Price per ton FOB truck shipping point |
| C. Item 401, Flowable Backfill, 1-1/2 sack/ton | | | |
| 1. | Beaumont | 2525 Dollinger | 88.00 108.00/cy |
| 2. | Port Neches | | No Bid |
| 3. | Port Arthur | | No Bid |
| 4. | Other | | No Bid |
| 5. | Other | | No Bid |

4B. Cement Stabilized Base – Hopper Pick Up (continued)

| Martin Marietta Materials, Inc. | | | |
|--|-------------|---------|--|
| | | Address | Price per ton FOB truck shipping point |
| D. Item 401, Flowable Backfill, 2 sack/ton | | | |
| 1. | Beaumont | | 91.00 112.00/cy |
| 2. | Port Neches | | No Bid |
| 3. | Port Arthur | | No Bid |
| 4. | Other | | No Bid |
| 5. | Other | | No Bid |

| Martin Marietta Materials, Inc. | | | |
|--|-------------|---------|--|
| | | Address | Price per ton FOB truck shipping point |
| E. Item 401, Flowable Backfill, 3 sack/ton | | | |
| 1. | Beaumont | | 97.00 120.00/cy |
| 2. | Port Neches | | No Bid |
| 3. | Port Arthur | | No Bid |
| 4. | Other | | No Bid |
| 5. | Other | | No Bid |

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

| A. Item 340 TY D | Gulf Coast | | LD Construction Gulf Coast | |
|----------------------------|----------------------|---------------------------|--|---------------------------------|
| | Location | Address | Price per ton FOB truck shipping point | Address |
| 1. Beaumont | 860 Pine Street | 63.50 86.50 | 2360 Dollinger | 58.75 72.75 86.00 |
| 2. Port Neches | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | | No Bid |
| 4. Other | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid |
| Hours of Hopper Operation: | Mon-Fri, 7 am – 4 pm | | | |

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix

| B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix | Gulf Coast | | LD Construction Gulf Coast | |
|--|----------------------|---------------------------|--|---------|
| | Location | Address | Price per ton FOB truck shipping point | Address |
| 1. Beaumont | 860 Pine Street | 63.50 86.50 | 2360 Dollinger | 58.75 |
| 2. Port Neches | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | | No Bid |
| 4. Other | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid |
| Hours of Hopper Operation: | Mon-Fri, 7 am - 4 pm | | | |

6. Hot Mix Cold Laid Asphaltic Concrete Pavement - Hopper Pick-Up

| A. Item 334, Type D | Gulf Coast | |
|----------------------------|----------------------|--|
| Location | Address | Price per ton FOB truck shipping point |
| 1. Beaumont | 860 Pine Street | 73.50 88.00 |
| 2. Port Neches | | No Bid |
| 3. Port Arthur | | No Bid |
| 4. Other | | No Bid |
| 5. Other | | No Bid |
| Hours of Hopper Operation: | Mon-Fri, 7 am - 4 pm | |

7. Concrete Structures - Truck Delivery

| A. Delivered to Job Site, Jefferson County, price per ton FOB truck shipping point | Martin Marietta Materials, Inc. |
|--|---------------------------------|
| 1. Item 421 Class A | 98.00 141.00/cy |
| 2. Item 421 Class B | 94.00 137.00/cy |
| 3. Item 421 Class S | 102.00 147.00/cy |

Gulf Coast, a CRH Company

PO Box 20779
Beaumont TX 77720
attn: Kimberly Work
kimberly.work@gc-texas.com
ph: 409-673-2989 or 409-866-1444
fx: 409-866-1032

Martin Marietta Materials, Inc.

5675 Fannett Road
Beaumont TX 77705
attn: Bill Kelley
william.kelley@martinmarietta.com
ph: 658-7791
fx: 409-654-3312

~~LD Construction~~

~~148 South Dowlen Road, PHB 694
Beaumont TX 77707
attn: Troy Dodson
troy.ldconstruction@gmail.com
ph: 409-656-4161
fx: 409-866-4447~~

Vulcan Construction Materials LLC

PO Box 791550
San Antonio TX 78279
attn: Jeff Harris
vulcantxquotes@vmcmail.com
ph: 210-524-3512
fx: 210-524-3555



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

CURRENT PRICING

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Awarded: November 19, 2019

Renewal 1: 11/18/2020-11/17/2021

Renewal 2: 11/16/2021 – 11/15/2022

Renewal 3: 11/15/2022 – 11/14/2023

updated: 10/11/2022

| A. Gray Limestone Base - delivered from vendor's hopper to job site. | Gulf Coast, a CRH Company | | Knife River Corporation - South | |
|--|-------------------------------|----------------------------|------------------------------------|---------------------------|
| | Price per ton, tandem dump | Price per ton, trailer | Price per ton, tandem dump | Price per ton, trailer |
| 1. 1 - 10 miles | \$36.75 \$50.00 | \$36.75 \$50.00 | | No Bid |
| 2. 11 – 20 miles | \$39.45 \$52.00 | \$36.75 \$52.00 | | No Bid |
| 3. 21 – 30 miles | \$42.60 \$54.00 | \$37.75 \$54.00 | | No Bid |
| 4. 31 + miles | \$44.95 \$57.00 | \$39.75 \$57.00 | | No Bid |

| B. Hopper Pick Up | Gulf Coast, a CRH Company | | Knife River Corporation – South | |
|---------------------------|------------------------------|----------------------------|------------------------------------|--------------------|
| | Address | Price per ton | Address | Price per ton |
| 1. Beaumont | 860 Pine Street | \$31.75 \$42.00 | | |
| 2. Port Neches | | | | |
| 3. Port Arthur | | | | |
| 4. Other | | | Bridge City | \$38.00 \$45.00 |
| 5. Other | | | | |
| Hours of Hopper Operation | Mon-Fri, 7am - 4 pm | | | |
| Loose weight in lbs/cy | 2500 lbs/cy | | | |

Gulf Coast, a CRH Company
PO Box 20779
Beaumont TX 77720
attn: Brian Miller
Brian.Miller@gc-texas.com
ph: 409-284-2600

Knife River Corporation—South
PO Box 20257
Beaumont TX 77720
attn: Toby C. Burns
toby.burns@kniferiver.com
ph: 409-842-9393

IFB 22-052/MR
Term Contract for Dust Suppressant for Jefferson County
Awarded: October 11, 2022
Current Pricing

| Description | Amount per gallon |
|---|---|
| Price per gallon in <u>55</u> gallon drums (complete drum capacity) Dilution Rate: <u>10 Gallons of Water to 1 Gallon of Product</u> | \$ <u>18.00</u> |
| | Coverage Rate Square Yard per gallon |
| Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep. | 25.6 sq. yd. per gallon |
| TOTAL | \$ <u>990 per 55 gal drum</u> |

Base Seal International, Inc.
9107 Hudson Court
Houston, TX 77024
Atten: Carol Bowers
Ph: 281-497-7743
Base-seal@att.net

Management Information Systems Dept.
1149 Pearl Street Fl 6
Beaumont, Texas 77701



Director, Jeff Ross
Assistant Director, Mary Helm
(409) 835-8447

October 5, 2023

Honorable Jeff Branick, County Judge
Honorable Vernon Pierce, Commissioner Pct 1
Honorable Cary Erickson Commissioner Pct 2
Honorable Michael Sinegal, Commissioner Pct 3
Honorable Everette Alfred, Commissioner Pct 4

Dear Judge Branick and Commissioners:

RE: Agenda Item Considering Out of State Travel

Please consider on the Court's agenda for October 10, 2023, the following item:

Consider and possibly approve out of state travel for MIS Director, Jeff Ross, to attend the Fall 2023 Government IT Congress in San Diego, CA. This class is being conducted by BridgeMark Media overseen by an advisory board made up of Senior level IT Professionals. Conference dates are October 29-31, 2023. The only expense will be the flight which is estimated at \$500 and funded in the fiscal year budget 2024.

Thank you for your consideration.

Sincerely,

Jeff Ross
Director of MIS

OUT OF STATE TRAVEL

Consider and possibly approve out of state travel for Director of MIS, Jeff Ross, to attend a conference on topics prevalent in the IT field such as Cybersecurity, Cloud Infrastructure, and Procurement to name a few of the 28 items. This program is being conducted by BridgeMark Media overseen by an advisory board made up of eight Senior-level IT Professionals. Conference dates are October 29-31, 2023.

1. Is the trip budgeted? If not, how is the trip to be funded?

The trip is not initially budgeted, but will be paid out of MIS' budgeted travel funds. Participants in the conference are selected by the advisory board. There have been 70 selected in the entire US to attend. The only fee that must be funded by the county is the airfare, as the conference fee, hotel, and meals are being provided by BridgeMark Media.

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

The training is not mandatory, but it does directly impact the employee's assigned duties. The topics being discussed are the topics that are driving our daily tasks and budget. The conference will just be from the point of view of professionals who are all directors of their departments so the discussion will be very impactful.

3. Does the benefit appear to be worth the cost?

Yes. This is due to the entire conference to be funded by the company aside from the airfare. Also this is due to the fact that it will not be interfered by discussion led by vendors. It will all be on topic; vendors will be available by appointment only. The estimated cost of travel is \$500.

4. Is the training available locally or within Texas at a lower cost?

No, there is no conference like this available in Texas. The cost being \$500 would also not be available anywhere else.

October 29-31, 2023 | Bridgemark Fall GovIT Congress

Trey Lana

Delegate Relations Manager & Content Producer,
Government Technology

260 W. 39th St, 8th floor
New York, NY 10018
(513) 607-7892
tlana@rtmbsbusinessgroup.com

Jeff Ross, Director of MIS, Jefferson County, TX

October 4, 2023

To Whom It May Concern:

Bridgemark Media Group would like to formally invite Jeff Ross to join the upcoming 2023 Fall Government IT Congress, taking place October 29th-31st, at the Hilton La Jolla at Torrey Pines resort in San Diego, CA. The program will be attended by approx. 60 State & Local Government Leaders at or above the director level, from City, County & State Municipalities across the country, who represent their Technology Departments.

This document indicates that Jeff Ross is formally invited to join the rest of the group for a 3 day event

filled with networking, content sessions & collaboration between himself and the other executives on site.

Additionally, please see below for a list of our **Government Technology Advisory Board members:**

- *Rob Teel, Chief Technology Officer – State of Oklahoma*
- *Summer Xiao, Deputy CIO – City of Houston, TX*
- *Darshna Patel, Deputy CIO & Director of GIS – City of Philadelphia, PA*
- *Michael Mayta, Chief Information Officer – City of Wichita, KS*
- *Kim Roy Wilson, Commissioner of IT & Services – City of Cleveland, OH*
- *Feroz Merchhiya, Chief Information Officer & Chief Information Security Officer – City of Glendale, AZ*
- *Bill Boudreaux, Chief Technology Officer – City of Rochester, NY*
- *Shocker Creal, Chief Technology Officer – City of Shreveport, LA*
- *Joe Toste, Founder, CEO & Host of The Public Sector Show & TechTables*

Please do not hesitate to reach out if you have any questions, and I would be happy to discuss!

Sincerely,
Trey Lana

Fall 2023**Grant Applicants with Totals:**

| | <u>Requested:</u> | <u>Awarded:</u> |
|--|--------------------------|------------------------|
| 1. Accompanied by Gods Love (AGL) Pre-promotion & Advertising – Women’s Conference | <u>\$4,600</u> | <u>\$1,000</u> |
| 2. Edison Plaza Museum Pre-promotion & Advertising – Edison Museum | <u>\$554</u> | <u>\$554</u> |
| 3. Magnolia Garden Club, Inc. Transportation to and from hotel for 2024 POP 201 Flower Show | <u>\$895</u> | <u>\$895</u> |
| 4. Southeast Texas Baseball Academy Bid Fee – Baseball Tournaments | <u>\$30,911</u> | <u>\$30,911</u> |
| 5. Lion Hearted Bid Fee – Boxing Tournament | <u>\$10,000</u> | <u>Tabled</u> |
| 6. Beaumont Heritage Society Pre-promotion & Advertising – John Jay French Museum | <u>\$4,962.87</u> | <u>\$2,500</u> |
| 7. Lamar State College Port Arthur Pre-promotion & Advertising – Sabine Showdown Golf Tournament | <u>\$1,750</u> | <u>\$1,750</u> |
| 8. Streetz Dance Convention Pre-promotion & Advertising – Dance Convention | <u>\$5,000</u> | <u>\$4,000</u> |

| | <u>Requested:</u> | <u>Awarded:</u> |
|--|--------------------------|------------------------|
| 9. Downtown Beaumont Cultural Arts District Pre-promotion & Advertising – DBCAD | <u>\$1,000</u> | <u>\$500</u> |
| 10. Southeast Texas Arts Council Pre-promotion & Advertising – Printing of ‘Off Ramp’ Publication | <u>\$8,000</u> | <u>Tabled</u> |
| 11. Equipping Educational Equality Pre-promotion & Advertising – Youth Explosion 2024 | <u>\$6,300</u> | <u>Tabled</u> |
| 12. Ford Park Pre-promotion & Advertising – Facility Marketing | <u>\$92,000</u> | <u>\$92,000</u> |
| 13. Beaumont Botanical Gardens Beach/Park on Waterway Funding – Beaumont Botanical Gardens | <u>\$19,265</u> | <u>\$15,000</u> |
| 14. Beaumont Children’s Museum Pre-promotion & Advertising – Beaumont Children’s Museum | <u>\$5,460</u> | <u>\$4,400</u> |
| 15. Texas Energy Museum Pre-promotion & Advertising – Energy Museum | <u>\$1,300</u> | <u>\$1,300</u> |
| 16. Port Arthur & Beaumont CVBs w/Ben J. Rogers V.C. Pre-promotion & Advertising – Co-op Trade Shows | <u>\$18,920</u> | <u>\$18,920</u> |
| 17. Jefferson County CVBs Pre-promotion & Advertising – Printing of RVGs | <u>\$94,226</u> | <u>\$94,226</u> |

| | <u>Requested:</u> | <u>Awarded:</u> |
|--|----------------------------|-------------------------|
| 18. City of Port Arthur | <u>\$25,000</u> | <u>\$25,000</u> |
| Beach/Park on Waterway Funding – Pleasure Island | | |
| 19. Art Museum of Southeast Texas | <u>\$15,568</u> | <u>\$7,500</u> |
| Pre-promotion & Advertising – Spring/Summer 2024 Exhibition | | |
| 20. Port Arthur Historical Society DBA Museum of the Gulf Coast | <u>\$10,800</u> | <u>\$10,800</u> |
| Pre-promotion & Advertising – Online Radio | | |
| 21. City of Beaumont Convention & Visitors Bureau | <u>\$40,000</u> | <u>\$40,000</u> |
| Beach/Park on Waterway Funding – Cattail Marsh | | |
| 22. Port Neches Chamber of Commerce | <u>\$51,615</u> | <u>\$15,000</u> |
| Pre-promotion & Advertising – 2024 Riverfest | | |
| 23. Gulf Coast Youth Soccer Club | <u>\$3,500</u> | <u>\$3,500</u> |
| Pre-promotion & Advertising – Soccer Tournament | | |
| 24. Gulf Coast Youth Soccer Club | <u>\$3,500</u> | <u>\$3,500</u> |
| Pre-promotion & Advertising – Soccer Tournament | | |
| 25. Neches River Festival | <u>\$4,802.04</u> | <u>\$4,802</u> |
| Pre-promotion and advertising – Neches River Festival | | |
| Totals: (including Ford Park) | <u>\$459,928.91</u> | <u>\$378,058</u> |

*** FORD PARK MARKETING FUNDS (See Pg. 2) DO NOT COME OUT OF HOT FUNDS THEY HAVE THEIR OWN BUDGETED LINE ITEM***

DATE _____
ATTEST _____