

CONTRACT: JEFFERSON COUNTY, TEXAS – REQUEST FOR PROPOSAL (RFP 23-066/JW)

PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

CONTRACT DOCUMENTS

This Contract Document Consists of:

LANGFORD COMMUNITY SERVICES, INC. GRANT ADMINISTRATION CONTRACT (PAGES 1-43), WITH:

- TEXAS GENERAL LAND OFFICE – SCOPE OF WORK (PAGES 25-43)**
- ATTACHMENTS A-D (Listed Below, PAGES 44-150)**
- EXHIBIT A (Listed Below, PAGES 151-201)**

CONTRACT ATTACHMENTS:

ATTACHMENT A: Non-Exclusive List of Laws, Rules, and Regulations (PAGES 44-48)

ATTACHMENT B: Required Contract Provisions (Federal Used of Funds) (PAGES 49-53)

ATTACHMENT C: Jefferson County Request for Proposal Specifications (RFP 23-066/JW) (PAGES 54-100)

ATTACHMENT D: Contractor's RFP Response Submission (RFP 23-066/JW) (PAGES 101-150)

CONTRACT EXHIBIT:

EXHIBIT A: Additional Required Documentation and Contractor's Completed RFP Pages (PAGES 151-201)

**GRANT ADMINISTRATION SERVICES FOR MITIGATION SERVICES
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM - RESILIENT COMMUNITIES PROGRAM (RCP)**

Jefferson County (the “Subrecipient”) and Langford Community Management Services, Tax Identification Number 74-2804904 (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for grant administration services (the “Contract”) pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“CDBG-MIT”) funds, administered by the Texas General Land Office (“GLO”) for a Resilient Communities Program (RCP) Plan; and **(RFP 23-066/JW) Professional Grant Administration and Management**.

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200, Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Amendment” means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

Benchmark or **Billing Milestone** means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

CDBG—MIT means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

Certificate of Construction Completion means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

Contract means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

Contract Period means the period of time between the effective date of a contract and its expiration or termination date.

Deliverable means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

Federal Assurances means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

Federal Certifications means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

Fiscal Year means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

GAAP means “Generally Accepted Accounting Principles.”

GASB means the Governmental Accounting Standards Board.

General Affirmations means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

GLO means the Texas General Land Office, its officers, employees, and designees.

GLO-Vendor Contract means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

Grant Administration Fee means the amount to be paid to Provider for all services performed for a Subrecipient.

HSP means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

HUB means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

HUD means the United States Department of Housing and Urban Development.

Mentor Protégé means the Comptroller of Public Accounts' leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

Non-housing refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

Project means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

Project Completion Report means a report containing an "as built" accounting of all projects completed under a CDBG-MIT non-housing or housing grant, and containing all information required to completely close out a grant file.

Project Implementation Manual means a set of guidelines for the CDBG-MIT RCP Program, incorporated herein by reference for all purposes in its entirety.

Project Period means the stated time for completion of a Project assigned by Work Order, if any.

Prompt Pay Act means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

Provider means Langford Community Management Services selected to provide the services under this Contract, if any.

Public Information Act means Chapter 552 of the Texas Government Code.

Monthly Report means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

Scope of Work means Provider's detailed scope of work hereby incorporated for all purposes as **Attachment C**.

Setup means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“Solicitation” means Subrecipient’s Request for Proposals, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient Agreement” means the contractual agreement for a CDBG-MIT housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, ~~Attachment E~~ (Omitted by Contractor), Attachment F, and Attachment G; Solicitation Documents; and Provider’s Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities or the mitigation program in areas affected under the CDBG—MIT RCP Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-MIT statutory responsibilities related to recovery from the 2015, 2016 & Hurricane Harvey (2017) flooding by performing grant administration services for non-housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in Attachment D; (iii) this Contract and all Attachments, including Provider’s Scope of Work Attachment C; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; and (vi) Provider’s full and complete response to the RFP (“the Project”).

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider’s own efforts, the Subrecipient’s current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below. Grant writing and application development to include preparation of notices for paper, attendance/presentation for required public hearing, preparation of resolution authorizing submission, Regional Review Committee Scoring Criteria responses, completion of applications forms except for Table 2 and maps (to be provided by engineer) and general assistance in the development of the proposed project for the application.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than monthly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

PROJECT COMPLETION REPORTS:

NON-HOUSING SERVICES: Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

II. TERM

2.01 DURATION

This Contract shall be effective as of **FEBRUARY 6, 2024** the date of hiring by the County and shall terminate after closing of project with GLO. Any extension will be subject to terms and conditions mutually agreeable to both parties

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The application will be completed at \$0.00 amount.

The total contract shall not exceed \$300,000.00 for the planning and administration of the plan prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (d) the current amount being billed;
- (e) the cumulative amount billed previously;
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in Attachment B have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in Attachment A have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in Attachment A have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/CCR/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

(a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient

Jefferson County
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
Attn: Deborah L. Clark, Purchasing Agent

Provider

Langford Community Management Services, Inc.
9017 W. State HWY 29, Ste. 206
Liberty Hill, TX 78642
Attention: Judy Langford, President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in JEFFERSON COUNTY, TEXAS. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If the CDBG-MIT program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds.

If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision of this Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

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

The undersigned agrees, if this RFP 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 Proposal Submission, Conditions of RFP 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 RFP response in collusion with any other Respondent, and that the contents of this RFP 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 RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. 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.

RFP Respondent (Entity Name)

9017 W. State Hwy 29, Suite 206

Street & Mailing Address

Liberty Hill, TX 78642

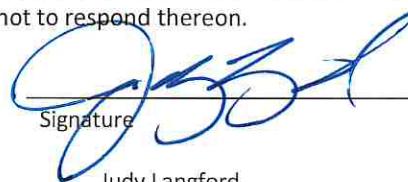
City, State & Zip

512-452-0432

Telephone Number

judy@lcmsinc.com

E-mail Address



Signature

Judy Langford

Print Name

10/30/23

Date Signed

Fax Number

REQUIRED FORM

Respondent:

Please complete this form and include
with RFP response submission.

CONTRACT RFP 23-066/JW

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GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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TEXAS GENERAL LAND OFFICE

GRANT ADMINISTRATION

SERVICES

SCOPE OF WORK

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SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

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 Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. 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.
- vii. Financial duties:
 - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
 - d. Implementation and coordination of Affirmatively Furthering Fair Housing (“AFFH”) requirements as directed by HUD and the GLO.
 - e. Implementation and coordination of Section 504 requirements.
 - f. Program compliance.

- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO'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 GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO 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 GLO.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all part's 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 GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

- i. Submit acquisition reports and related documents.

- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. 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;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. 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.;
 - e. 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;
 - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - g. Complete and submit the environmental review into GLO's system of record;
 - h. At least one site visit to project location and completion of a field observation report
 - i. 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;

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Rental Housing

- a) Administrative Duties:
 - i. Develop and submit for approval rental guidelines.
 - ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).
 - iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.
 - v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.
 - vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
 - vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.
 - viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

- i. Assist the subrecipient with any project, transaction, service or response that is "opened" and "closed" over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

- i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:

- a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;

- ix. Heating, ventilation and air conditioning system;
- x. Interior wall finishes;
- xi. Interior fixtures and components;
- xii. Porches;
- xiii. Exterior stairs and ramps;
- xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.

b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;
- vi. The reviewer's certification, signature, and date of review.

c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.

ii. Estimated Cost of Repair Inspection (Work Write-Up):

- a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

- b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
- c. Assistance to the subrecipient may include:
 - i. Contact the project owner to schedule a date and time to perform the field review.
 - ii. Travel to the project site.
 - iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
 - iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
 - v. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;

- d. the level of effort and duration for each trade;
- e. estimated rates and manpower; and
- f. equipment required to accomplish each of the identified repairs.

vi. Utilize the following to develop the ECR:

- a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
- b. experience with projects of similar size and scope; and
- c. Knowledge of the local market rates and conditions.

vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:

- a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.

viii. Assist the subrecipient with project inspections at:

- a. 50% complete
- b. A final inspection at 100% complete

ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:

- a. Foundation
- b. 33% complete progress inspection
- c. 66% complete progress inspection
- d. Final inspection at 100% completion
- e. Arrange for and TREC inspection to be conducted prior to closing.

- x. Upon notification of a project being ready for a Construction Review, the provider may:
 - a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.
 - b. Travel to the project site.
 - c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.

During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- i. Estimated amounts owed to the Contractor.
- ii. Items of work that are incomplete (Punch List items).
- iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

Grant Administration Services – Non-Rental Housing

- a) Administrative Duties:
 - i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.
 - ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.
 - iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.
 - v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:
 - a. creating eligibility procedures to lessen the fallout of applicants;
 - b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;
 - c. facilitating intake of applications from grant applicants;
 - d. performing eligibility reviews;
 - e. processing applications, including necessary communications;
 - f. capture applicant fallout reasons; and
 - g. the follow-up to grant applicants.

- vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.
- vii. Act as an advocate for applicants through appeals process when required.
- viii. Assist applicants through housing construction process.
- ix. Perform other application management and homeowner support duties as required to ensure the success of the program.
- x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.
- xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the *GLO Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's *GLO Form 11.17*, as the basis for construction and payment due to the contractor.

b) Site Inspections

- i. Establish Disaster Damage Assessments (Damage Inspections).
 - a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - b. The respondent may assist the subrecipient with:
 - i. Contacting the Homeowner to schedule a date and time to perform the field review.
 - ii. Traveling to the project site.
 - iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

- c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;
 - ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
- vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01 or 11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01,* will be completed in accordance with the guidance contained in HQS 52580.

- ii. Estimated Cost of Repair Inspection (Work Write-Up).
 - a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.
 - b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
 - c. Assistance to the subrecipient may include:
 - i. Contact the Homeowner to schedule a date and time to perform the field review.

- ii. Travel to the project site.
- iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
- iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
- iii. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;
 - d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- iv. Utilize the following to develop the ECR:
 - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. knowledge of the local market rates and conditions.

- v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:
 - a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- vi. Assist the subrecipient with Rehabilitation Inspections at:
 - a. 50% complete progress inspection
 - b. A final inspection at 100% complete
- vii. Assist the subrecpieint with reconstruction inspections at:
 - a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. A final inspection at 100% complete
- viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.
 - a. Travel to the project site.
 - b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

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c) Environmental Services

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) 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 government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., 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)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) 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.</i></p> <p><u>Termination for Cause:</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County:</u></p> <p>City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 2:00 APPENDIX II (B)

>\$50,000	<p><i>(A) Contracts for more than \$50,000 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.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs:</u></p> <p>In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	2 CFR 200 APPENDIX II (A)
<i>Equal Opportunity Clause for Construction Contracts > \$10K, including administration & engineering contracts associated with construction contracts.</i>		
>\$10,000	<p>2 CFR 200 Appendix II (C) 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><u>§60-1.4(b) Equal opportunity clause:</u></p> <p><i>(b) Federally assisted construction contracts. 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:</i></p> <p><i>The applicant 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:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p class="list-item-l1">(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.</p>	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

	<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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each 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.</p> <p>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.</p> <p>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</p>	
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	<p>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 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.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
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CONSTRUCTION CONTRACTS

<p>>\$2,000 for Davis Bacon and Copeland "Anti- Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i> 	
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>\$2,000	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) 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 sub recipient 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>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more 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.</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$100,000	<p>(F) 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.</p>	2 CFR 200 APPENDIX II (E)
>\$150,000	<p>(G) 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).</p>	2 CFR 200 APPENDIX II (G)

**ATTACHMENT C: Jefferson County Specifications
for Request for Proposal (RFP 23-066/JW)**
Professional Grant Administration and Management
Services for Texas General Land Office (GLO) Community
Development Block Grant Disaster Recovery-Mitigation
(CDBG-MIT) Resilient Communities Program

LEGAL NOTICE
Advertisement for Request for Proposal

OCTOBER 3, 2023

Jefferson County is seeking submittals from qualified firms to provide professional grant administration and management services in accordance with **Request for Proposals (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.**

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

All submittals shall be evaluated by a Selection Review Committee. This committee will evaluate proposals submitted received for this request and select the Consultant/Consulting Firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the Request for Proposal number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, November 1, 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. Proposals 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 Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

REQUEST NUMBER: RFP 23-066/JW

DUE DATE/TIME: 11:00 am CT, Wednesday, November 1, 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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise:

OCTOBER 4, 2023 & OCTOBER 11, 2023

The Port Arthur News:

OCTOBER 5, 2023 & OCTOBER 12, 2023

The Examiner:

OCTOBER 5, 2023

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SECTION 1: INTRODUCTION: REQUEST FOR PROPOSALS (RFP 23-066/JW)

PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY- MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

1.1 INTRODUCTION AND SCOPE OF WORK

INTRODUCTION: Texas General Land Office (GLO) Community Development Block Grant Disaster-Recovery Mitigation (CDBG-MIT) Resilient Communities Program

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

Applications will have a **maximum of \$300,000 per applicant**, first-come first-served. At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD). Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application. RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters. Develop, update, adopt, and implement:

PLANNING ACTIVITIES

- BUILDING CODES that meet or exceed International Residential Code (IRC) edition 2012;
- FLOOD DAMAGE PREVENTION ORDINANCES must require new structures to be at least 2-feet above base flood elevation;
- ZONING ORDINANCES based upon a land use plan or comprehensive plan; and
- Forward-looking LAND USE PLANS and/or COMPREHENSIVE PLANS that integrate hazard mitigation planning.

PUBLIC SERVICE ACTIVITIES

- Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.
- Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices. Public Service activities must meet a HUD national objective.

Application intake will begin on June 1, 2022 and will be processed for eligibility on a first come, first served basis until June 1, 2028 or until funding is exhausted, whichever is first.

SCOPE OF WORK: Jefferson County is requesting proposals from all interested consulting firms/consultants desiring to provide PROFESSIONAL GRANT ADMINISTRATION SERVICES for Texas General Land Office Community Development Block Grant Disaster Recovery-Mitigation, Resilient Communities Program (RCP) contracts, ***if awarded***.

If awarded, the contracted Grant Administrator will assist Jefferson County in its **application(s)** for the implementation of one or more contracts, from the GLO's CDBG-MIT RCP Program. The County is considering applying for such funding for planning activities.

1.2 PROCEDURE.

Qualified Consultants/Consulting Firms are encouraged to submit a proposal in response to this Request for Proposals (RFP). 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 of services.

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.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will select individuals that are necessary and appropriate to serve on the Selection Review Committee. The Selection Review Committee is to include (1) elected official; with the total number of committee appointments *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.

1.4 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 RFP response may be incorporated into any contract which results from this RFP, 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 RFP 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 RFP, 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 RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Responses, 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.

1.5 LAWS AND REGULATIONS.

The Contractor (Consultant/Consulting Firm(s)) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.6 MINIMUM INSURANCE REQUIREMENTS.

The CONTRACTOR shall, at all times during the term of this contract, maintain **professional liability insurance coverage**. Such insurance is to be provided at the sole cost of the contractor. This requirement does not establish limits of the contractor's liability.

Contractor shall furnish Jefferson County with Certificate of Insurance with a *Written Notation* that Jefferson County is an additional insured on the policy, and will provide the actual policy wording or endorsement showing as such.

1.7 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFP 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.
3. The Grant Administrator (Consultant/Consulting Firm) shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Grant Administrator (Consultant/Consulting Firm) under contract shall be made available to any individual or organization by the Grant Administrator (Consultant/Consulting Firm) without the prior written approval of the County.

RESPONDENT:

INSERT COPY OF CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY POLICY) BEHIND THIS PAGE.

Note: For RFP response submission purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

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
>\$250,000 (Simplified Acquisition Threshold)	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.	2 CFR 200 APPENDIX II (A)
>\$10,000	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.	2 CFR 200 APPENDIX II (B)
None	<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>	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.</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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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	<p>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>	
\$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</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>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>	
>\$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

	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.	
	<i>See 2 CFR §200.323.</i>	2 CFR 200 APPENDIX II (J)
	<i>See 2 CFR §200.216.</i>	2 CFR 200 APPENDIX II (K)
	<i>See 2 CFR §200.322.</i>	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>	

	<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> <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 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). <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. (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

	<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

	<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	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,	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.</p>	
>\$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 RFP 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://acquisition.qov/far/index.html> see section 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 RFP 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)

9) 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 RFP response submission.**

SECTION 3: RFP SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1 SUBMISSION OF PROPOSAL.

Each Respondent shall ensure that required parts of the RFP 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 RFP RESPONSE." The outside of the envelope or box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions 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 RFP 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 submissions must be received by 11:00 AM CT, WEDNESDAY, NOVEMBER 1, 2023.

RFP 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 RFP.

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.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver RFP responses must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. 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 (REMAINING):

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 submission deadline, the RFP 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 submission 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 submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposals 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.

Responses 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.

A Pre-Proposal Conference will not be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **JAMEY WEST, CONTRACT SPECIALIST** at: Jamey.West@jeffcotx.us

The Deadline for Submission of Questions and/or Requests for Additional Information (in writing) is:

5:00 pm CT, MONDAY, OCTOBER 23, 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/RFP/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 RFP 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 RFP 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 22**.

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)	
			Controlling	Intermediary
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		<input checked="" type="checkbox"/>	
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			<input checked="" type="checkbox"/>

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE**

6 UNSWORN DECLARATION VENDOR: COMPLETE DATE AND SIGN THIS DECLARATION SECTION

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

My address _____, _____, _____, _____, _____, _____, _____

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

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

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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 PROOF OF REGISTRATION/CERTIFICATION STATUS FOR ANY/ALL OF THE FOLLOWING, IF APPLICABLE:

HUB (Historically Underutilized Business)

DBE (Disadvantaged Business Enterprise)

MWBE (Minority/Women Owned Business Enterprise)

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

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for GRANT ADMINISTRATION AND MANAGEMENT SERVICES for Jefferson County are required to submit a Proposal in order to be considered for contracts under this procedure. Only firms with proposals submitted in response to this Request for Proposal will be evaluated.

The proposal should be no more than 40 PAGES (excluding these RFP specifications and and/all Addenda), and shall contain at a minimum, the following:

1. Name of the firm wishing 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. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. 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.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFP to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Grant Administration and Management Services to Jefferson County.
12. Describe any unique services offered by your firm.
13. 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 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

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

PROPOSAL 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 RFP Response. See PAGE 20.

- **Form CIQ**, (enclosed, See PAGE 38.)

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** (Completed, SEE PAGE)

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 RFP.

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 (RFP) 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

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

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

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

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in proposal submission 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 proposal to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all proposal section(s) and page(s) that have been marked as confidential.

Jefferson County will protect from public disclosure such portions of proposal, unless directed otherwise by legal authority, including existing open records acts.

Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

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

3.13 EVALUATION SCORING CRITERIA FOR RFP RESPONSES

The appointed Selection Review Committee will consider the following criteria in evaluating responses:

- **EXPERIENCE AND QUALIFICATIONS** **30** maximum points
- **WORK PERFORMANCE (References and Prior Experience)** **30** maximum points
- **CAPACITY TO PERFORM** **20** maximum points
- **PROPOSED FEE** **20** maximum points

SEE **SAMPLE SCORING SHEET** FOR A DETAILED BREAKDOWN OF SCORING CRITERIA, **PAGE 29**.

Administration/Professional Services Rating Sheet

CDBG DISASTER RECOVERY-MITIGATION (CDBG-MIT)

RESILIENT COMMUNITIES PROGRAM

Date of Rating _____

Grant Recipient _____

Name of Respondent _____

Evaluator's Name _____

Experience:

Rate the Respondent Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience/Background with federally funded projects	10	_____
2. Related Experience/Background with specific project type: Community Development Block Grant (CDBG) - Disaster Recovery (DR) Mitigation (MIT), Resilient Communities Program (RCP)	10	_____
5. References from current/past clients	10	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the CDBG-DR Project	5	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
Total Score	100	_____

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

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 RFP response submission.**

COST PROPOSAL FORM

**REQUEST FOR PROPOSAL (RFP 23-066/JW)
PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES
FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-
MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM**

Maximum Grant Award Amount: \$300,000.00

Provider shall perform at the direction of the potential Subrecipient (Jefferson County, Texas), in assistance to the County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in the County under the CDBG—DR Program. Provider will assist the County in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with appropriate Texas General Land Office (GLO) grant guidelines and requirements.

TOTAL (Potential) GRANT AWARD AMOUNT	PROPOSED FEES
\$ 50,000 - \$99,999.99	_____ %
\$100,000 - \$199,999.99	_____ %
\$200,000 - \$300,000.00	_____ %

REQUIRED FORM

**Respondent: Please complete this form
and include with RFP 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 RFP 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 RFP Response shall remain in effect for ninety (90) days from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFP 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 Proposal Submission, Conditions of RFP 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 RFP response in collusion with any other Respondent, and that the contents of this RFP 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 RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. 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.

RFP 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 RFP 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 RFP 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 (RFP) 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., "RFP-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:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:	
Congressional District, if known:	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 RFP 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. 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.</p>		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. _____ Name of Officer 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>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><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><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><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>		
4	 _____ Signature of vendor doing business with the governmental entity _____ Date	

Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include
with RFP response submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>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.</p>		
1 <input type="text"/> Name of Local Government Officer		OFFICE USE ONLY
2 <input type="text"/> Office Held		Date Received
3 <input type="text"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 <input type="text"/> Description of the nature and extent of employment or other business relationship with vendor named in item 3		
5 <input type="text"/> 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 <input type="text"/> 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 RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP 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 RFP 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 _____, 20____, personally appeared

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Respondent:

Please complete this form and include
with RFP 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 RFP 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 RFP Responses prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the 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 RFP 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 (RFP) specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my response will remain firm for a period of up to **60 DAYS** in order to allow Jefferson County adequate time to evaluate the proposal 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
_____, 20____

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Respondent:

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

ATTACHMENT D: CONTRACTOR'S RESPONSE
Request for Proposal (RFP 23-066/JW)
Professional Grant Administration and
Management Services for Texas General Land
Office (GLO) Community Development Block Grant
Disaster Recovery-Mitigation (CDBG-MIT) Resilient
Communities Program



CONTRACTOR'S RESPONSE
CONTRACT (RFP 23-066/JW)
ATTACHMENT D



**PROFESSIONAL GRANT ADMINISTRATION
SERVICES PROPOSAL FOR
THE RESILIENT
COMMUNITIES PROGRAM**

ATTACHMENT D
PAGE 102 OF 150

JEFFERSON COUNTY, TEXAS

PROPOSED BY:

Langford Community Management Services
9017 W. Hwy. 29, Suite 206
Liberty Hill, Texas 78642

PROPOSED TO:

Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701



Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Phone: 409-835-8400
Jamey.West@jeffcotx.us

RE: Proposal for Resilient Communities Comprehensive Plan and Development Services and Grant Administration Services - GLO CDBG-MIT

Langford Community Management Services, Inc. (LCMS) is pleased to submit this proposal to provide Comprehensive Plan Development and Grant Management Services for Jefferson County. We have reviewed the evaluation criteria for the GLO-Resilient Communities Program grant and because there are no fund-matching requirements, we recommend the County leverage this opportunity by requesting the full \$300,000 available to build a robust digital comprehensive plan. *Our goal is to help you develop a plan that matches your community's culture and values and can be easily accessed and used to guide decisions long after the grant closes.* Historically, comprehensive plans have been delivered in a three-ring binder and ended up on a shelf, but LCMS would like to help you create digital tools and plans that can be used to easily update, share, and leverage your community's data to start making more informed decisions. LCMS' passion is to empower communities to build their best possible future.

By building the customized digital tools your community needs to improve resiliency through a data-driven comprehensive planning process, the city will receive current, updated, reliable, and accurate risk information for the community leaders to quickly adapt to the ever-changing hazards of the future.

From the enclosed information, you will find that the LCMS team has an excellent record of performance in providing quality service in Grant Administration and Plan Development. We have successfully secured six (6) GLO – RCP contracts to date at the full \$300,000 funding and we are confident we have the team and project experience to successfully develop the County's Plan and administer the grant for your project.

We trust this proposal provides all the requested information. 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 of working with you on this important project. It would be our pleasure to get this project started as soon as possible.

Sincerely,


Judy Langford
President/Owner
Langford Community Management Services

ATTACHMENT D PAGE
103 OF 150

CONTRACTOR'S RESPONSE
CONTRACT (RFP 23-066/JW)
ATTACHMENT D

ADMINISTRATION SERVICES

ATTACHMENT D
PAGE 104 OF 150

Introduction

Langford Community Management Services, Inc. (LCMS) has been serving Texas Cities and Counties and their grant writing and administration needs for nearly 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

Langford Community Management Services (LCMS) brings full-spectrum grant writing, plan development and management service with over 39 years of Texas-based grant administration as a firm, and more than a century of combined experience from our team of grant specialists. 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.

LCMS has written and administered millions of dollars in grants and loans from state and federal agencies, including the Texas Water Development Board (TWDB), 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 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

Comprehensive plans take the community goals and aspirations and formalize them into actionable policies that determine what can be built within a certain jurisdiction and where. Comprehensive plans themselves serve as guiding documents that provide the framework by which regulatory structures are created. Comprehensive plans can be developed for a single community or as a multi-jurisdictional plan that includes multiple communities across a county or larger multi-county planning region. The comprehensive plan will be forward-looking and will integrate your hazard mitigation plan and will identify local hazard risks and explain how it mitigates against those risks. The plan will also include a Population Study, Housing Study, Land Study/Plan, Zoning Ordinance (if applicable) and an

Infrastructure Study/Capital Improvement Plan.

LCMS understands the need for the selected consulting firm to administer, develop the comprehensive plan and manage the program entirely. LCMS is familiar with the planning area for the County. All work will be performed in the LCMS offices in Liberty Hill and with our planning partner KU & Associates. LCMS is experienced with comprehensive plan development and the processes associated with it.

Experienced Staff

LCMS and Ku & Associates will provide experienced, professional staff to develop the County's comprehensive plan, and manage any awarded and approved funds for the County.

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 HMA, TWDB, CDBG-DR and TxCDBG Programs. Our staff members are trained and certified through Texas Department of Emergency Management in Mitigation Plan Development and are also trained and certified through 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.

Dennis Ku, P.E., with Ku and Associates will partner with LCMS to develop and prepare the City's comprehensive plan. Mr. Ku has over 25 years of experience in a wide range of civil and land development engineering work including site, subdivision, and utilities construction projects. His experience includes the planning, design, and construction oversight for municipal and private water distribution and sewer facilities, drainage, water quality, and detention facilities. He has extensive project management experience, and experience as a program manager overseeing the planning, design, and delivery of more than 1,500 infrastructure projects. Mr. Ku also has substantial knowledge on Federal and State funding program rules and regulations.

OVERVIEW OF PLANNING PROCESS

Comprehensive Plan Development

Comprehensive plans take the community goals and aspirations and formalize them into actionable policies that determine what can be built within a certain jurisdiction and where. Comprehensive plans themselves serve as guiding documents that provide the framework by which regulatory structures are created. Comprehensive plans can be developed for a single community or as a multi-jurisdictional plan that includes multiple communities across a county or larger multi-county planning region.

LCMS's approach seeks to modernize comprehensive planning for your community by leveraging the use of Geographical Information Systems (GIS) tools for mapping, data management and data visualization. The resulting delivered product will not only include the traditional hard copies and electronic copies of the narrative chapters, maps and appendices of supporting documentation of the finalized plan, but will also include digitized maps and database of the data collected and developed during the planning process. This will allow the County to engage in more dynamic planning process into the future by facilitating the capture and update of existing conditions in their community, as well as using GIS based visualization tools for analyzing future conditions.

Modernized planning approaches allow community leaders to quickly adapt to the ever-changing future, by integrating local data with neighboring communities, state, and federal partners. Community leaders will gain the ability to access to reliable and accurate risk information, optimize mitigation projects, and find potential funding for projects. As new information becomes available, communities with strong data management plans will be in the position to provide community leaders with the data visuals and tools to discover and build their best possible future.

LCMS fully understands the need for the selected consulting firm to administer, develop the comprehensive plan and manage the program entirely. LCMS is familiar with the planning area for the County having provided services to cities for Disaster Recovery and Mitigation projects over many years. All work will be performed in LCMS's offices in Liberty Hill and with our planning partners Ku and Associates and Doucet Engineers. LCMS and our team members are highly experienced with comprehensive plan development and the processes and procedures associated with it.

The housing study will examine the existing housing stock and provide recommended changes to policy and regulations to meet the City's future housing needs in a resilient manner. The Infrastructure Study and Capital Improvements plan will include analyses of the County's water, sewer, drainage, and transportation systems and facilities and provide recommended improvements to meet the City's future needs. The Land Use Plan will include an economic analysis and examine existing land use and zoning and land use related codes and provide recommendations regarding future land use to inform Zoning/Permitting updates. A general summary of the steps LCMS will follow to develop each of the various studies and plans (Population, Housing, Land Use, Infrastructure and Capital Improvement) is presented in the table below:

Comprehensive Plan Study and Plan Elements Process Summary	
Task	Description
Data Collection	<ul style="list-style-type: none">• Base maps, inventory, previous plans, studies and ordinances from City/County records• Digitized data, including maps, shape files, hazard and risk information, and building data• Applicable State and Federal data including Census population and TWDB and TCEQ records
Data Analysis	<ul style="list-style-type: none">• Data verification• Inventory update Assessment• Existing conditions assessment• Future conditions development• Resilience and Mitigation Analysis Gap Analysis and Needs Assessment
Alternatives Analysis & Final Recommendations with both a printed and digital final document	<ul style="list-style-type: none">• Develop Initial Concepts & Alternatives• Develop Initial Draft Plan Recommendations• Develop Draft Final Plan Recommendations• Final Plan Recommendations

To ensure the comprehensive plan reflects the goals and objectives of the community, LCMS will work with you to conduct an extensive stakeholder engagement process that will include the activities summarized on the following page:

Stakeholder Engagement Process Activity Summary	
Task	Description
Kickoff Meeting	Establish key points of contact and roles and responsibilities.
Planning Committee and Community Engagement	Establish the Planning Committee and hold periodic meetings to seek input and provide updates on plan progress.
Key Stakeholder Engagement	Establish Key Stakeholder Group and hold regular meetings to seek input on goals, objectives, and alternative concepts and recommendations.
Public Meetings and Hearings	Coordinate and hold public workshops to gather input on initial concepts and alternatives and draft comprehensive plan recommendations. Assist staff in providing updates and presentations to County Commissioners during Comprehensive Plan development and final adoption.

LCMS will assist the County in developing or updating the County's Zoning/Permitting and policies, based on the recommendations in the Comprehensive Plan. LCMS will attend scheduled meetings to assist the County during the development and adoption of the proposed Zoning Permitting. The following pages outline the proposed process for developing the Comprehensive Plan - the "Plan for Planning".

Overview of the Plan for Planning

The Plan for Planning establishes the path for the overall planning effort for developing a Comprehensive Plan. The steps include:

- Introduction of Comprehensive Development Plan
- Community Outreach and Public Participation
- Project Planning Committee
- Schedule

The intent of the Comprehensive Development Plan is to develop and integrate the City's plan for: land use; annexation; public utilities and infrastructure; economic development; housing; transportation; environmental quality; parks and natural resources; as well as intergovernmental coordination.

Community Outreach & Public Participation

The community outreach goal of the PLAN Review is to offer opportunities and encouragement to all citizens, businesses, interest groups, relevant units of government to participate in a meaningful way throughout the entire process. The public participation process will:

- Ensure all planning decisions are open to public comment.
- Produce better planning decisions.
- Support and add credibility to all County decision-making processes.
- Provide opportunities to disseminate information about the PLAN to the community.
- Strengthen the relationship between our decision makers and citizens; and,
- Reinforce the shared vision for the future of the County as described in the Comprehensive Development Plan.

A "stakeholder" is any group or organization that has a vested interest in the planning process. The County will identify and engage representatives from a diverse range of stakeholders to participate. Key stakeholders are:

- Community residents, including those who have not historically been engaged in the decision-making process, such as low-income residents, minority groups, and young people.
- Local Businesses and industries.
- The development community, including real-estate professionals.
- County staff and elected officials.
- County Organizations' leadership.
- Banks, churches, civic clubs, students organizations, and service organization.

Provisions for Open Discussion

To ensure that public meetings allow for an open discussion of the relevant issues, the County will make every effort to ensure those who choose to participate have the opportunity to have their opinions heard. To accomplish this, the following actions will be implemented:

- An agenda will be established for each public hearing or meeting outlining the purpose, items to be discussed, and any actions that may be taken.
- A variety of days and times will be scheduled to encourage maximum participation by County residents and other stakeholders.
- A clearly identifiable facilitator or chair will conduct the meeting or hearing in an orderly fashion to ensure that all attendees have an opportunity to offer comments, discuss issues, or provide testimony.
- The facilitator or chair will provide opening remarks that clearly outline the purpose of the meeting or hearing, describe procedures attendees **shall** use during the meeting or hearing when offering input, and describe how the public input will be used.
- All persons attending the meeting or hearing that desire to participate should be allowed to do so. However, specific factors, such as the meeting or hearing purpose, number in attendance, time considerations, and future opportunities to participate may require that appropriate constraints be applied, to be outlined by the facilitator or chair if the need arises.
- All attendees will be encouraged to sign in using a provided sign-in sheet.
- Special arrangements will be made under the provisions of the American with Disabilities Act (ADA) with sufficient advance notice.

Project Planning Committee

To facilitate the process, the County Commissions Court will appoint a “Planning Committee” to bring together a diverse range of stakeholders to prepare a comprehensive and integrated plan. The Planning Committee will include representatives of the community at large including the school system, local businesses, non-profit organizations, local churches and the development community.

To achieve its goal of providing opportunities and encouragement to County residents and stakeholders to participate in the planning process, the project team will use a variety of approaches to inform the public and invite participation.

Develop a Link on the County's Website

The Project Team will post information regarding the Comprehensive Development Plan Review progress and dates of upcoming public participation sessions. This information may include agendas, minutes, draft plan elements and reports, maps, photographs, and survey results, as well as provide an opportunity for the public to provide input.

News Releases and Mass Media

Throughout the planning process, the Planning Committee will make efforts to keep the public informed through media outlets such as the *local newspaper* and local radio, as well as County administered media such as the County website and the County's social media accounts.

Public Workshops and Meetings

The Planning Committee will hold a series of public workshops and meetings to gather information relevant to the development. Through public comment residents and other stakeholders will be able to participate and become instrumental in the planning process.

Targeted Community Outreach

The Planning Committee will reach out to community groups such as non-profits and related organizations to attain stakeholder diversity in the project team and public participation.

Schedule

The review will launch and continue for approximately 12 months. It will conclude with the County Council's adoption of the Comprehensive Development Plan.

Event	Description	Date	
County Commissioner's Meeting	Approval of Scope, Schedule & Planning Committee	Regular monthly council meeting	Staff & Project Team
Staff & Project Team Meeting	First meeting with Staff & Project Team	Kick-off	Staff & Project Team

Planning Committee	First meeting with Planning Committee	Bimonthly meetings	Staff, Project Team & Committee
Virtual Public Workshop/ Planning Committee Meeting. *	Meeting # 1: Overview. Community Profile. Vision.	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Meeting. *	Meeting # 2: Public Utilities/ Infrastructure. Environmental Quality. Parks and Recreation.	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Meeting. *	Meeting # 3: Housing. Economic Development. Implementation	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Meeting*	Meeting # 4: Transportation Chapter Land Use Annexation	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Public Workshop*	Open Public "Walk-In" Workshop(s) of Committee.	Bimonthly meetings	Open to public
Planning Committee Meeting. *	Meeting # 5: Overall review to discuss comments from Public Workshop.	Bimonthly meetings	Staff, Project Team & Committee
County Public Hearing.	Comprehensive Development Plan Update Review and Adoption.	TBD	Open to public

*Planning Committee meetings will be followed up with a progress report to the County at their regularly scheduled meetings.

Appendix A

The Plan vision has three goals to guide future growth and development:

- **Healthy & Active Community:** A community that provides safe infrastructure and amenities to allow opportunities for a healthy and active lifestyle, to include aspirations such as:
 - Bicycle and pedestrian accessibility.
 - Complete streets.
 - Ample parks and open space.
 - Compact & mixed-use development
 - Access to healthy foods.
- **Sustainable Community:** A community that will be sustainable - both economically and environmentally - for generations to come, to include aspirations such as:
 - Promote transit and other alternative transportation modes for reduced dependence on fossil fuels.
 - Stream valley protection.
 - Energy conservation and recycling.
 - Air and water quality.
 - Diverse economic base
 - Preserving historical resources.
- **Inclusive Community:** A community that embraces cultural diversity and lifestyles for all age groups, to include aspirations such as:
 - Access to transit and other alternative transportation modes for increased choice.
 - Range of housing choices and affordability levels.
 - Access to a variety of dining, shopping, entertainment, and employment options.
 - Parks and open space offering a range of activities.
 - Support services such as day care, health care, and retrofitting houses.

PLANNING PROJECTS & REFERENCES

City of Lyford Comprehensive Plan



LCMS has been working with the City of Lyford for 18 years. We look at the cities and counties we work with in a comprehensive manner to best serve their project needs. We completed a Comprehensive Plan for the City. As part of the planning efforts, other potential projects and funding sources were identified. The City has been funding for HOME program, the Community Enhancement Fund for a

Health Clinic, multiple General Land Office disaster related drainage projects, Hazard Mitigation Program Grants for drainage projects and multiple TDA TxCDBG water and sewer projects.



City of Uhland Comprehensive Plan

LCMS has worked with the City of Uhland for over 15 years. As with all communities we work with, we strive to deliver as many opportunities as possible for sustained growth and grant program projects. LCMS met numerous times with leaders of the community appointed by council (planning committee) to develop a Comprehensive plan for the City. Preparation of the Comprehensive Plan included an analysis of the land use, transportation, housing, environmental and utilities. The City of Uhland is situated along Plum Creek and Highway 21 just east of the City of Kyle. A part of the fast-growing Austin Metropolitan area, the City of Uhland is experiencing unmatched growth. Using the Comprehensive plan as a base document, the City created a Planning and Zoning Commission to assist council with the review and approval of the numerous housing developments proposed in Uhland.



To better serve the City, LCMS has completed not only the Comprehensive Plan, but also a Downtown Revitalization Project, several water system improvement projects through TxCDBG, a GLO Disaster Recovery grant for drainage repairs/improvements and are kicking off a large GLO Mitigation Grant for drainage to improve the damages the City sustains during flash floods along Plum Creek.

City of Flatonia Comprehensive Plan

LCMS has worked with the City of Flatonia for over 23 years. Flatonia's Comprehensive Plan provides a guide for the physical development of the community by identifying characteristics



and features which influence the community growth patterns. Included in this plan is an analysis of Flatonia's historical patterns of development in the areas of housing, population, land use, and projections for the City's future. Attention is given to the adequacy of each of these major elements for future development needs and how these facilities will affect and

be affected by future growth. The plan also suggests appropriate objectives which would assist in meeting the community's goals regarding future growth and development.

As with the aforementioned City's, LCMS work closely with the City to match needs to grant funding possibilities. Several possible grant applications were identified in the planning process. We work in partnership with the City to best position our clients for the most funding opportunities.



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 City	\$ 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 County	\$ 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 City	\$ 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 City	\$ 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 City	\$ 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			

CONTRACT (RFP 23-066/JW)
ATTACHMENT D: CONTRACTOR'S RESPONSE SUBMISSION

CONTRACTOR'S RESPONSE
CONTRACT (RFP 23-066/JW)
ATTACHMENT D

PROPOSED COST OF SERVICE

ATTACHMENT D
PAGE 122 OF 150

Cost of Services: Planning and Management Services

To be completed by proposing firm:

The Entity may apply for all, none, or any combination of the activities listed below and choose one or more service providers to implement its awarded Planning and Management activities.

- Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
- Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;
- Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
- Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;
- Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
- Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to Community Rating System (CRS) credit accrual and CRS eligibility are eligible under this activity.

CDBG-MIT funds administered and implemented through the Texas General Land Office fund these planning activities, and the Mitigation Plan development and approval oversight is administered by HUD and implemented through the Texas General Land Office. Grant awards will be \$300,000 per applicant. The proposed program start date is six (6) months after HUD's approval of [the CDBG-MIT RCP Action Plan] (TBD) and will be processed for eligibility on a first come, first served basis. The proposed end date is six (6) years from the start of the program.

Resilient Communities Program will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

PROPOSED COST FOR GLO CDBG-MIT RESILIENT COMMUNITIES COMPREHENSIVE PLAN

We serve our clients with the end goal in mind and base our service fees on delivered results. We are conscious of the financial burden our communities face in the disaster recovery environment. We operate in a way that minimizes the expenditure of local tax dollars and maximizes grant funding. LCMS will complete the community's application at no cost to the County. No grant administration fees are charged until a GLO CDBG-MIT project is funded. LCMS will apply for and complete the County's Comprehensive Plan for no more than \$300,000 (three hundred thousand dollars), depending on the entity driven type of comprehensive plan and the amount of funds the GLO allows for that activity. We will prepare the application in partnership with the County and submit on your behalf. The table below provides an estimate of costs for each element of the plan. We will determine the final costs to include in the application based on the studies necessary as identified and approved by the County when developing the application. As no GLO match is required, there is no cost to the community.

A NDigital Living Comprehensive Plan

The funding will be utilized to develop a more robust, digital comprehensive plan than traditionally seen in most vulnerable communities, providing the intended equity and resilience for the under served and underrepresented communities in Texas. To effectively prepare for the future, the community needs to analyze diverse and complicated issues that are not typically accounted for in comprehensive plans like high growth corridor population issues, risk assessment and mitigation, climate change, environmental health, social vulnerability, and economic growth.

With this funding, the City, an identified disadvantaged area, can utilize the latest geo database tools, data collection methods, and GIS mapping. The new plan will cost more to produce than a Texas Department of Agriculture funded plan, because it will identify community specific existing and potential local hazards, future risks and explain how to mitigate and be more resilient against those risks. These efforts will consider local and regional planning efforts to reduce future risk to the jurisdiction.

A key element of the new plan will utilize the latest digital engagement software in community forums to educate and gather critical data from interactive community participation (both traditional in-person and virtual workshops) throughout the process which will incur no additional cost.

By building the tools the community truly needs to improve resiliency through the planning process, the County will also receive current, updated, reliable, and accurate risk information for the community leaders to quickly adapt to the ever-changing future, including potential hazards resulting from the effects of climate change, flooding, extreme weather events, and other identified hazards in the area. While there is no cost to the community, below is an estimated budget and use of funds by segment.

Estimated Comprehensive Plan Budget

Community Engagement - Stakeholder and public education/workshops/meetings.	\$52,000
Infrastructure Study - Facility plans for all community infrastructure assets and recommended capital improvements.	\$98,000
Planning Activities - Population, housing and use plans and zoning ordinance.	\$117,000
Administration - Project and grant admin/data collection/other admin and closeout	\$33,000

CONTRACT (RFP 23-066/JW)
ATTACHMENT D: CONTRACTOR'S RESPONSE SUBMISSION

CONTRACTOR'S RESPONSE
CONTRACT (RFP 23-066/JW)
ATTACHMENT D

REFERENCES

&

REQUIREMENTS

References

1. City of Seguin

Steve Parker – City Manager

Contact Number: (830) 379 – 3212

Sparker@Seguintexas.gov

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

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

4. 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

5. City of Ivanhoe

Cathy Bennett – City Mayor

Contact Number: (409) 283-3299

coicathybennett@gmail.com

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

6. 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

7. 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

8. Bastrop County

Judge Paul Pape

Contact Number: (512) 332-7201

Paul.pape@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

9. Caldwell County

Judge Hoppy Haden

Contact Number: (512) 398-1809

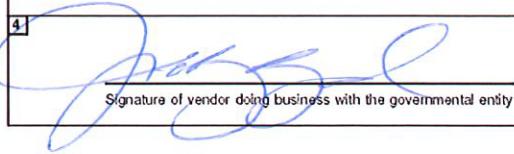
Hoppy.haden@co.caldwell.tx.us

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

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. 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>		
1 Name of vendor who has a business relationship with local governmental entity.		OFFICE USE ONLY
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.		Date Received
<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>		
3 Name of local government officer about whom the information in this section is being disclosed.		Name of Officer
<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><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><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><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>		
4  Signature of vendor doing business with the governmental entity		10/01/23 Data Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include
with RFP response submission.



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



Email: [REDACTED] Phone: [REDACTED] Website: www.LCMSInc.com

Professional Skills

Core Task Include



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



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



LANGFORD COMMUNITY MANAGEMENT, *Liberty Hill, Texas - 10/2022 - Present - Community Engagement Manager*

THE CONRADO GROUP, INC., *Business Marketing and Consulting*

Austin, Texas - 1/1999 - 4/2018 -- Sevierville, Tennessee - 4/2018 - 4/2022

Core Skills and Responsibilities



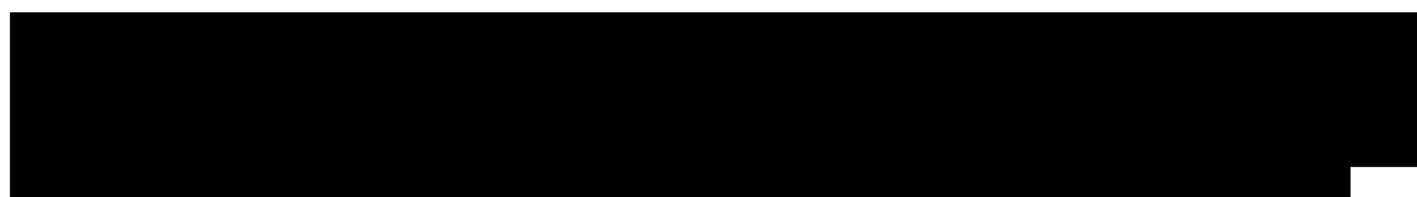
Email: [REDACTED] Phone: [REDACTED] Website: www.LCMSInc.com

Professional Skills

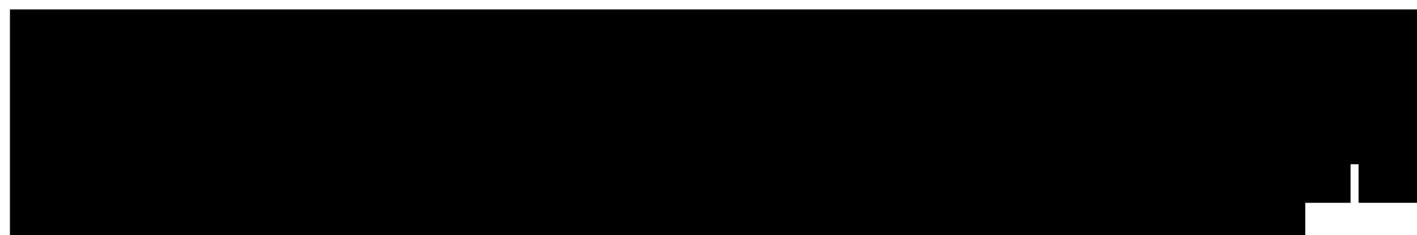
WORK EXPERIENCE:



January 2017-September 2022 Planning Project Manager - Texas General Land Office



January 2013-January 2017 Special Projects, PM - Texas General Land Office



March 2006-December 2016 Infantry Officer, Platoon Leader, XO, Asst. S-3, S-4, US Army



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

HONORS & AWARDS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



Email: jessica@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSInc.com

Professional Skills

Management Consultant, Langford Community Management Services Austin, Texas | December 2013 - Present

Assist with writing 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.

JESSICA DAIDONE

Senior Management Consultant

CDBG-DR Areas of Expertise

Monitoring & Compliance

Creation and Maintaining Systems of Record

Financial Management

Federal Procurement

Assist with preparing Environmental Review Records (ERR) for Texas Department of Agriculture's Office of Rural Affairs' Community Development projects administered by Langford and the General Land Office. The ERR includes research and determination of information as to whether the human environment would be negatively impacted by the project activities and outcome; publishing Public Notices; Coordination with the Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, Texas Department of Agriculture, engineers, administrator and Grantee staff.

Workshops and Training

The Office of Rural Affairs Implementation Workshops

The Office of Rural Affairs TxCDBG Administrator Certification Workshops Texas Municipal League Annual Conference

HUD Foundations in Environmental Review Training Workshop

TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects

Texas Capital Fund Downtown Revitalization and Main Street Implementation and Application Workshops TxCDBG Implementation Manual Training

Educational & Experience

Austin Community College Associates of General Studies (Anticipated Completion 2022)

9 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 GLO/HMGP funded projects
- Prepare and process contract documents, invoices, change orders and any other project related documentation
- Maintain excellent client communication
- Predict potential project delays while providing assistance to mitigate these potential issues early in the project
- Charting critical paths to timely project completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns
- Preparing required State Agency reports
- Ensuring environmental compliance is met before, during and after project development and construction
- Assist in resolution of issues at the state and federal agencies level



Office: (512) 452-0432 Phone: (512) 518 - 4280 Website: www.LCMSnc.com

Professional Skills

DENNIS C. KU, P.E.

Resilient Community

Areas of Expertise

CDBG Rules and Regulations, including Section 3 and Davis-Bacon Act

Disaster Recovery

Federal National Environmental Policy Act requirements

Federal, State, and Local regulations regarding procurement

Water Distribution planning, evaluation, design and construction

Wastewater Treatment and Collection System planning, evaluation, design and construction
Stormwater Hydrology and Hydraulics

Educational & Experience

B.A., Computer Science, University of Texas, Austin, Texas

M.S., Civil Engineering, University of Texas, Austin, Texas

Licenses
Registered Professional Engineer, Texas # 96419

Puerto Rico Department of Housing Disaster Recovery Grant Management - San Juan, Puerto Rico.

- Served as a Subject Matter Expert (SME) in support of the Grant Management and Grantee Management process improvement.
- Development of program guidelines and sub-recipient management procedures for the CDBG DR program.
- Development of the CDBG Management Action Plan and implementation Plan approved by HUD.

Texas General Land Office Disaster Recovery Program Management - Austin, Texas.

This Disaster Recovery program is funded by grants from the U.S. Housing and Urban Development (HUD) for Hurricanes Ike and Dolly and the 2011 Texas Wildfires.

- Served as the Program Manager for the largest infrastructure project in Texas history and was responsible for overseeing the successful design and delivery of approximately \$1.4 billion of infrastructure projects in conjunction with a HUD CDBG, State, and local governments.
- Managed a staff of 37 consisting of GLO and PMC vendor staff with 10 direct reports.
- Served as Contracts Team Manager, Lower Rio Grande Valley Area Manager and Applications Team Lead for infrastructure grant applications.
- Involved with the development of over 700 water and wastewater infrastructure projects for over 200 communities impacted by Hurricane Ike and Dolly.
- Extensive knowledge of Davis-Bacon, Section 3, Uniform Relocation Assistance Act (URA), National Environmental Policy Act (NEPA), and the (2005) and State of Texas Local Government Code provisions.

Hays County 2015 Flood CDBG DR Program, San Marcos, Texas.

This Disaster Recovery program is funded by grants from the U.S. Housing and Urban Development (HUD) through the State of Texas General Land Office (GLO) for the 2015 Texas floods.

- Conducted assessments as consultant to Hays County and assisting the County in administration, management, and delivery of their \$11.6 million Housing and Infrastructure program in conjunction with a HUD CDBG, State, and local governments.
- Assisted the County with identifying eligible projects, including identifying the County's EMA funded projects for which CDBG funds could be used as matching funds.

Nassau Bay 2016 Flood Mitigation Assistance Project - Nassau Bay, Texas.

This project consists of elevation of 16 residences above the Base Flood Elevation utilizing EMA Hazard Mitigation Assistance Grant funds.

- Responsible for producing house footprints and square footage quantities for obtaining bids from contractors.
- Developed a system for accurately measuring and presenting house dimensions, square footage calculations, potential obstacles, and specific site specific conditions.

Core Tasks

- 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 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, changing 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 the project's feasibility 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 ongoing application of funded project.



Phil Hampsten, PMP

Hampsten Consulting

Areas of Expertise

- Project Management
- Program Management
- Business Process Improvement
- Quality Management
- Risk Management
- Stakeholder Management

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



Professional Skills

WORK EXPERIENCE:

Hampsten Consulting, LLC

- [REDACTED]

State of Texas



[REDACTED]

Sr. Project Manager – Enterprise & Customer Support Services; Health and Human Services Commission

- [REDACTED]

Project Manager – Coastal Resiliency & Recovery; Texas General Land Office

- [REDACTED]

Compliance History Specialist – Texas Commission on Environmental Quality

- [REDACTED]

IRM Architects and Construction Managers

[REDACTED]

- [REDACTED]

[REDACTED]

Volunteer Work





Email: Kay@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSInc.com

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.

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

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





Email: teresa@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSInc.com

Professional Skills

Office Manager, Langford Community Management Services 2018 - Present

Manage the daily operations of a demanding office. Efficiently direct office support activities including; maintenance, mailing, shipping, ordering of supplies and equipment, deposits, taking care of business cars, assist all employees with any help needed to ensure project success, run all errands needed for business to run smoothly.

- Facilitate the onboarding of new personnel and assist and coordinates IT equipment ordering and set-up.
- Assist coworkers with IT issues and following through with results.
- Fulfill urgent coworker requests for potential clients... proposal processing, proof reading and delivery (both in person and via shipment).
- Distribution of company mail to the appropriate employees.
- Monitor and maintain office supplies inventory.
- Weekly/Daily Deposits
- Organization of company vehicles for employees travel plus all maintenance, repair and registration.
- Assist in the collection and retrieval of documents needed during ongoing the application processes.
- Organizing new administrative contracts for city and county signatures and uploading them into their respective online project files.
- Check state comptroller site daily for processed grant disbursements.
- Assist cities and counties in the renewal/updating of SAM/UEI numbers and sending email reminders when expiration dates are close.
- Assists with document uploads into our online electronic filing system.

I'm always assisting someone. Organization, flexibility and teamwork are what make a company successful!

Labor and Delivery/Surgery/Surgical Technologist, St. David's Hospital Austin, Texas | 1995-2002:

Assisted physicians with deliveries, c-sections and post-partum tubals; assisted nurses with patient care before and after childbirth. Rotated through all areas of surgery with concentration in cardiology, gynecology, and general; preoperative, intraoperative and postoperative.

Companion/Aide, Home Health Agency Austin, Texas | 1993-1995

Provided supervision to clients with mobility problems, insured patient safety throughout the evening.

Medical Assistant to Dr. Phillips Reeves, McCarron and Phillips: Urology Group Austin, Texas | 1992-1993

Responsible for assisting Doctors and Nurses in providing patient care. Duties include recording and updating medical histories and contact information in patient files, perform standard care procedures like drawing blood, checking vitals, collecting lab samples, prepping patients and assisting the doctor in certain procedures while maintaining patient confidentiality.

Volunteer Service:

Booster Club President, son's high school tennis team, 2017-2019
Booster Club President, daughter's gymnastic team, 2012 - 2017
Church Preschool Teacher, 2006
Girl Scout Co-Leader, 2004-2009

TERESA SCALAPINO

Office Manager

Areas of Expertise

Planning and Organization

Creation and Maintaining Systems of Record

Inventory Control

Highly Adaptable

Multi-tasking

Client Relations

Educational & Experience

Associates Degree: Surgical Technology

TDA Implementation Certification

Core Task Include

- Oversee the day-to-day activities of the office as the main point of contact for mail, errands, supplies, company vehicle assignment and maintenance
- Maintains office efficiency by planning and implementing office systems, layouts, and equipment procurement
- Coordinate with IT department on all office equipment
- Maintain the office condition and arrange necessary repairs
- Contributes to team effort by accomplishing related results as needed





SHAUNA COSPER

Project Coordinator / Labor Standards Specialist

TDA Areas of Expertise

Monitoring & Compliance

Creation and Maintaining Systems of Record

Financial Management

Educational & Experience

10 Years of Experience



CONTRACTOR'S RESPONSE
CONTRACT (RFP 23-066/JW)

ATTACHMENT D



Email: shauna@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills

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 ladings, work orders, and shop orders.

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

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):

9017 W. State Hwy. 29, Suite 206

Address

Liberty Hill, TX 78642

City, State, Zip Code

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

COST PROPOSAL FORM

**REQUEST FOR PROPOSAL (RFP 23-066/JW)
PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES
FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-
MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM**

Maximum Grant Award Amount: \$300,000.00

Provider shall perform at the direction of the potential Subrecipient (Jefferson County, Texas), in assistance to the County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in the County under the CDBG—DR Program. Provider will assist the County in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with appropriate Texas General Land Office (GLO) grant guidelines and requirements.

TOTAL (Potential) GRANT AWARD AMOUNT	PROPOSED FEES
\$ 50,000 - \$99,999.99	_____ %
\$100,000 - \$199,999.99	_____ %
\$200,000 - \$300,000.00	_____ * _____ %

*Langford Community Services, Inc. is requesting the full \$300,000 in available grant funding for administration and development of the plan.

REQUIRED FORM

**Respondent: Please complete this form
and include with RFP 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 RFP submission.

REFERENCE ONE

Government/Company Name: City of Smithville, TX
Address: 317 Main Street, Smithville, TX 78957
Contact Person and Title: Robert Tamble, City Manager
Phone: 512-237-3282 Fax: _____
Email Address: citymanager@ci.smithville.tx.us Contract Period: Currently in process
Scope of Work: GLO_ Resilient Communities Program - Full \$300K awarded

REFERENCE TWO

Government/Company Name: City of Ivanhoe
Address: 870 Charmaine Drive East, Woodville, TX 75979
Contact Person and Title: Skip Blackstone - City Mayor
Phone: 409-283-3299 Fax: _____
Email Address: skip.blackstone@cityofivanhoe.texas.gov Contract Period: Currently in process
Scope of Work: GLO_ Resilient Communities Program - Full \$300K awarded

REFERENCE THREE

Government/Company Name: City of Hallettsville
Address: 101 N. Main Street, Hallettsville, TX 77964
Contact Person and Title: Grace Ward, City Administrator
Phone: 361-798-3681 Fax: _____
Email Address: cityadmin@cityofhallettsville.org Contract Period: Currently in process
Scope of Work: GLO_ Resilient Communities Program - Full \$300K awarded

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 (RFP) 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., "RFP-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

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.

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 RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP 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.

Langford Community Management Services, Inc.

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.):		74-2804904
Company Name submitting bid/proposal/response:		Langford Community Management Services, Inc.
Mailing address:	9017 W. 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 RFP 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

RFP 23-066 /JW

IFB/RFP/RFQ number

Certification check performed by:

 CONTRACT SPECIALIST
Purchasing Representative JEFFERSON CTY. PURCHASING DEPT.

JANUARY 31, 2024

Date

ATTACHMENT D
PAGE 147 OF 150

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 RFP 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 RFP Responses prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the 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: Judy Langford
Title: Owner/President
Date: 10/30/23

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

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



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/tpasscmlsearch/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 addition 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/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19

EXHIBIT A: ADDITIONAL REQUIRED CONTRACT DOCUMENTATION

Request for Proposal (RFP 23-066/JW)
Professional Grant Administration and Management Services
for Texas General Land Office (GLO) Community Development Block Grant
Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program

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

10/30/23
Date

REQUIRED FORM**Respondent:**

Please complete this form and include
with RFP 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://acquisition.gov/far/index.html> see section 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

10/30/23

Date

REQUIRED FORM**Respondent:**

Please complete this form and include
with RFP response submission.

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 FILINGCertificate Number:
2024-1110338Date Filed:
01/09/2024Date Acknowledged:
1/29/2024 J.West

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

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.

RFP 23-066/JW
GLO-CDBG-MIT - Resilient Communities Program (RCP) Grant

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Langford Community Management Services, Inc.	Liberty Hill, TX United States	X	
Langford, Judy	Liberty Hill, TX United States	X	
Howell, Reid	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

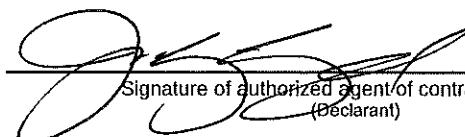
My address is 9017 W. Hwy. 29, Suite 206
(street)

Liberty Hill 78642
(city) TX, 78642, USA
(state) (zip code) (country)

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

Executed in Williamson County on the 31 day of January, 20 24.

(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Entities Search Results 1 Total Results

CONTRACT (RFP 23-066/JW)
PROOF OF SAM REGISTRATION
EXHIBIT A
PROVIDED BY CONTRACTOR.

Filter by:

Entity Name	Status
"LANGFORD COMMUNITY MANAGEMENT SERVICES INC."	active

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. • Active Registration

Unique Entity ID: E9TZ6ZKMK51	Physical Address:	Expiration Date:
CAGE/NCAGE: 5U3R0	9017 W STATE HIGHWAY 29 STE 206 LIBERTY HILL, TX 78642 USA	Oct 22, 2024
		Purpose of Registration:
		All Awards



Cease Using the Entity Management API for Reps and Certs Information
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Dec 13, 2023

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Entity Validation Processing [Show Details](#)
Jan 2, 2024



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Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

- Active Registration

Unique Entity ID

CAGE/NCAGE

Expiration Date

E9TZ6ZKMK51 5U3R0

Oct 22, 2024

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

Purpose of Registration**All Awards****Version**

Current Record



BUSINESS INFORMATION

Doing Business As

**LANGFORD
COMMUNITY
MANAGEMENT
SERVICES INC**

URL

(blank)

Division Name

(blank)

Division Number

(blank)

Congressional District**Texas 31****State/Country of Incorporation****Texas, United States**

Registration Dates

Activation Date**Nov 8, 2023****Initial Registration Date****Dec 21, 2009****Submission Date****Oct 23, 2023**

Entity Dates

Owner	CAGE	Legal Business Name
Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Entity Start Date

Jan 1, 1997

Entity Close Date

Fiscal Year End Date

Dec 31

EXHIBIT A

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

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

■ SAM SEARCH AUTHORIZATION

I authorize my entity's non sensitive information to be displayed in SAM public search results:

Yes

■ ENTITY TYPES

Business Types

Socio-Economic Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset [?](#)
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **5U3R0**

Electronic Funds Transfer

Account Type	Checking
Account Number	*****84

Automated Clearing House

Phone (U.S.)	5124520432
Phone (non-U.S.)	(blank)
Email	Teresa@lcmsinc.com
Fax	(blank)

Routing Number	*****93
Lockbox Number	(blank)
Financial Institution	FROST BANK

Remittance Address

eresa Scalapino
9017 W. State HWY 29
Suite #206
Liberty Hill, Texas 78642-2424
United States

TAXPAYER INFORMATION

Taxpayer Name	Name/Title of Individual
LANGFORD COMMUNITY MANAGEMENT SERVICES INC	Executing Consent President
Address	Signature
9017 W State Highway 29, Liberty Hill, TX 78642- 2424 United States	Judy Langford
EIN	
	*****4904

Type of Tax
Applicable Federal Tax

Tax Year (Most Recent Tax Year)
2020

TIN Consent Date
Oct 23, 2023

POINTS OF CONTACT**Accounts Receivable POC****Primary Point of Contact**

JUDY LANGFORD, Owner

Email judy@LCMSINC.com	Phone 512 452-0432	Fax 5124525380	Address (blank)
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Electronic Business

Primary Point of Contact**JUDY LANGFORD, Owner**

Email judy@LCMSINC.com	Phone 512 452-0432	Fax 5124525380	Address 9017 W. State HWY 29 Suite #206 Liberty Hill, Texas 78642-2424 United States
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Alternate Point of Contact**Judy Langford**

Email judy@lcmsinc.com	Phone 512 704-2040	Fax 5124525380	Address 2901 County Road 175 Leander, Texas 78641 United States
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Government Business

Primary Point of Contact**Judy Langford, Owner**

Email judy@LCMSINC.com	Phone 512 452-0432	Fax 5124525380	Address EXHIBIT A 9017 W. State HWY Suite #206 Liberty Hill, Texas 78642-2424 United States
---	-----------------------	-------------------	---

Alternate Point of Contact

JUDY LANGFORD

Email judy@LCMSINC.com	Phone 512 452-0432	Fax 5124525380	Address 2901 County Road 175 Leander, Texas 78641 United States
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SAM.gov

An official website of the U.S. General Services Administration

Entity Information Search Results 1 Total Results

EXHIBIT A
PROOF OF SAM REGISTRATION STATUS.
COUNTY PURCHASING CONFIRMATION
- J. WEST

Filter by:

Entity Name	Status
"LANGFORD COMMUNITY MANAGEMENT SERVICES, INC."	Active,Inactive

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. • Active Registration**Entity****Unique Entity ID:** E9TZ6ZKMK51**CAGE/NCAGE:** 5U3R0**Physical Address:**9017 W STATE HIGHWAY 29 STE 206
LIBERTY HILL , TX
78642 USA**Expiration Date:**

Oct 22, 2024

Purpose of Registration:

All Awards



LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

Unique Entity ID E9TZ6ZKMK51	CAGE / NCAGE 5U3R0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 22, 2024	
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 LANGFORD COMMUNITY MANAGEMENT SERVICES INC	Division Name (blank)	Division Number (blank)
Congressional District Texas 31	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Nov 8, 2023	Submission Date Oct 23, 2023	Initial Registration Date Dec 21, 2009
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Entity Dates

Entity Start Date Jan 1, 1997	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure <i>Jan 31, 2024 09:15:14 PM GMT https://sam.gov/entity/E9TZ6ZKMK51/coreData?status=null</i>	Entity Type	Organization Factor	EXHIBIT A PAGE 165 OF 201 Page 1 of 2
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Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization**Socio-Economic Types****Self Certified Small Disadvantaged Business****Women-Owned Small Business****Women-Owned Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments **Debt Subject To Offset**
No **No**

EFT Indicator **CAGE Code**
0000 **5U3R0**

Points of Contact**Electronic Business**

 **JUDY LANGFORD, Owner** **9017 W. State HWY 29**
Suite #206 **Liberty Hill, Texas 78642**
United States
Judy Langford **2901 County Road 175**
Leander, Texas 78641
United States

Government Business

 **Judy Langford, Owner** **9017 W. State HWY**
Suite #206 **Liberty Hill, Texas 78642**
United States
JUDY LANGFORD **2901 County Road 175**
Leander, Texas 78641
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	813990	Other Similar Organizations (Except Business, Professional, Labor, And Political Organizations)

Disaster Response

This entity does not appear in the disaster response registry.

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

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):

9017 W. State Hwy. 29, Suite 206

Address

Liberty Hill, TX 78642

City, State, Zip Code

REQUIRED FORM**Respondent:**

Please complete this form and include
with RFP response submission.

COST PROPOSAL FORM

REQUEST FOR PROPOSAL (RFP 23-066/JW)**PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES****FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM****Maximum Grant Award Amount: \$300,000.00**

Provider shall perform at the direction of the potential Subrecipient (Jefferson County, Texas), in assistance to the County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in the County under the CDBG—DR Program. Provider will assist the County in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with appropriate Texas General Land Office (GLO) grant guidelines and requirements.

TOTAL (Potential) GRANT AWARD AMOUNT	PROPOSED FEES
\$ 50,000 - \$99,999.99	_____ %
\$100,000 - \$199,999.99	_____ %
\$200,000 - \$300,000.00	_____ * _____ %

*Langford Community Services, Inc. is requesting the full \$300,000 in available grant funding for administration and development of the plan.

REQUIRED FORM

Respondent: Please complete this form
and include with RFP submission.

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

The undersigned agrees, if this RFP 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 Proposal Submission, Conditions of RFP 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 RFP response in collusion with any other Respondent, and that the contents of this RFP 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 RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. 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.

RFP Respondent (Entity Name)

9017 W. State Hwy 29, Suite 206

Street & Mailing Address

Liberty Hill, TX 78642

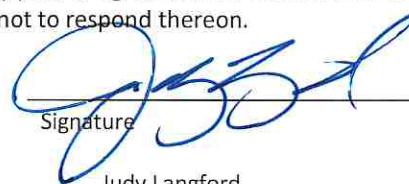
City, State & Zip

512-452-0432

Telephone Number

judy@lcmsinc.com

E-mail Address



Signature

Judy Langford

Print Name

10/30/23

Date Signed

Fax Number

REQUIRED FORM**Respondent:**

Please complete this form and include
with RFP 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.

CERTIFICATION REGARDING LOBBYING

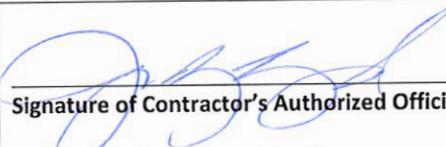
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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)	
10/30/23	
Date	

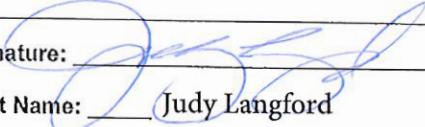
REQUIRED FORM**Respondent:**

Please complete this form and include
with RFP response submission.

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:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:	
Congressional District, if known: Federal Department/Agency:	Congressional District, if known: 7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known: 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	9. Award Amount, if known: \$ 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: _____ Judy Langford Title: _____ President/Owner Telephone No. 512-452-0432 Date: 10/30/23	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 followup 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 subawardee, e.g., the first subawardee 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 "Subawardee," 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 (RFP) 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., "RFP-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

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 RFP submission.

REFERENCE ONE

Government/Company Name: City of Smithville, TX
 Address: 317 Main Street, Smithville, TX 78957
 Contact Person and Title: Robert Tamble, City Manager
 Phone: 512-237-3282 Fax: _____
 Email Address: citymanager@ci.smithville.tx.us Contract Period: Currently in process
 Scope of Work: GLO_ Resilient Communities Program - Full \$300K awarded

REFERENCE TWO

Government/Company Name: City of Ivanhoe
 Address: 870 Charmaine Drive East, Woodville, TX 75979
 Contact Person and Title: Skip Blackstone - City Mayor
 Phone: 409-283-3299 Fax: _____
 Email Address: skip.blackstone@cityofivanhoe.texas.gov Contract Period: Currently in process
 Scope of Work: GLO_ Resilient Communities Program - Full \$300K awarded

REFERENCE THREE

Government/Company Name: City of Hallettsville
 Address: 101 N. Main Street, Hallettsville, TX 77964
 Contact Person and Title: Grace Ward, City Administrator
 Phone: 361-798-3681 Fax: _____
 Email Address: cityadmin@cityofhallettsville.org Contract Period: Currently in process
 Scope of Work: GLO_ Resilient Communities Program - Full \$300K awarded

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

The undersigned agrees, if this RFP 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 Proposal Submission, Conditions of RFP 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 RFP response in collusion with any other Respondent, and that the contents of this RFP 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 RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. 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.

RFP Respondent (Entity Name)

9017 W. State Hwy 29, Suite 206

Street & Mailing Address

Liberty Hill, TX 78642

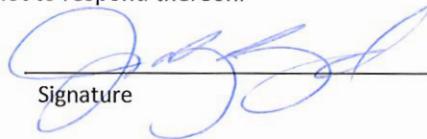
City, State & Zip

512-452-0432

Telephone Number

judy@lcmsinc.com

E-mail Address



Signature

Judy Langford

Print Name

10/30/23

Date Signed

Fax Number

REQUIRED FORM**Respondent:**

Please complete this form and include
with RFP 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)	
10/30/23	
Date	

REQUIRED FORM**Respondent:**

Please complete this form and include
with RFP response submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**EXHIBIT A**

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.

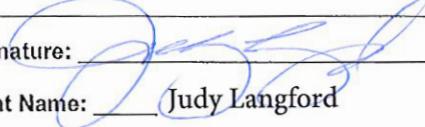
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused 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 (RFP) 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., "RFP-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:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:	
Congressional District, if known:	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:  Judy Langford Title: _____ President/Owner Telephone No. 512-452-0432 Date: 10/30/23	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

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.

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.

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

OFFICE USE ONLY

Date Received

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).

Signature of vendor doing business with the governmental entity

October 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.

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 RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP 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.

Langford Community Management Services, Inc.

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.):		74-2804904
Company Name submitting bid/proposal/response:		Langford Community Management Services, Inc.
Mailing address:	9017 W. 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 RFP 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.

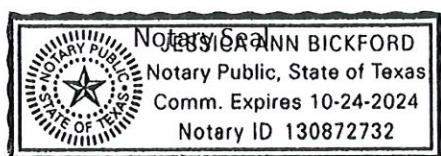


Signature of Company Representative

10/30/23
Date

On this 30 day of October, 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

10-24-2024

Date

REQUIRED FORM

Respondent:

Please complete this form and include
with RFP 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

RFP 23-066

IFB/RFP/RFQ number

Certification check performed by:

Deborah Clark

Purchasing Representative

CONTRACT SPECIALIST
JEFFERSON CTY. PURCHASING DEPT.

JANUARY 31, 2024

Date

 Purchasing

Divestment Statute Lists

- Scrutinized Companies with Ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.xlsx] — *Updated December 2023*
- Scrutinized Companies with Ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.xlsx] — *Updated December 2023*
- Financial Companies that Boycott Energy Companies [comptroller.texas.gov/purchasing/docs/divest-energy.xlsx] — *Updated October 2023*
- List of Financial Companies that Boycott Energy Companies FAQ [comptroller.texas.gov/purchasing/docs/divest-energy.pdf] — *Updated October 2023*
- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.xlsx] — *Updated October 2023*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx] — *Updated June 2023*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.xlsx] — *Updated June 2023*

List prepared pursuant to Chapter 2270 of the Texas Government Code**Companies Engaging in Scrutinized Business Operations in Iran***Updated Q4 calendar 2023*

COMPANY NAME	ISIN
BEIQI FOTON MOTOR COMPANY LIMITED	CNE000000WC6
CHINA RAILWAY GROUP LIMITED	CNE1000007Z2
CHONGQING CHANGAN AUTOMOBILE COMPANY LIMITED	CNE000000R36
GLENCORE PLC	JE00B4T3BW64
HAIMA AUTOMOBILE GROUP COMPANY LIMITED	CNE0000006L6
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
LLOYDS BANKING GROUP PLC	GB0008706128
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO COMPANY LIMITED	CNE1000004W6

List prepared pursuant to Chapter 2270 of the Texas Government Code**Companies Engaging in Scrutinized Business Operations in Sudan**

Updated Q4 calendar 2023

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office continues to monitor for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

List prepared pursuant to chapter 809 of the Texas Government Code

Financial Companies That Boycott Energy Companies

Updated 2023-Q4

Listing in both Annex 1 and Annex 2

FINANCIAL COMPANY	ISIN
AMP LIMITED	AU000000AMP6
BLACKROCK, INC	US09247X1019
BNP PARIBAS SA	FR0000131104
CREDIT AGRICOLE SA	FR0000045072
DANSKE BANK A/S	DK0010274414
HSBC HOLDINGS PLC	GB0005405286
IMPAX ASSET MANAGEMENT GROUP PLC	GB0004905260
JUPITER FUND MANAGEMENT PLC	GB00B53P2009
NORDEA BANK ABP	FI4000297767
RATHBONES GROUP PLC	GB0002148343
SCHRODERS PLC	GB0002405495
SOCIETE GENERALE SA	FR0000130809
SVENSKA HANDELSBANKEN AB	SE0007100599
SWEDBANK AB	SE0000242455
UBS GROUP AG*	CH0244767585

**Acquired Credit Suisse Group AG*

FINANCIAL COMPANY	TICKER
1919 SOCIALLY RESPONSIVE BALANCED FUND	SSIAK, SESLX, LMRNX
AB SUSTAINABLE GLOBAL THEMATIC FUND	ALTFX, ATEYX, ATECX, AGTIX, ATEKX, ATERX, ATEZX
AB SUSTAINABLE INTERNATIONAL THEMATIC FUND	AWPAX, AWPYX, AWPCX, AWPIX, AWPKX, AWPRX, AWPZX
AB SUSTAINABLE THEMATIC BALANCED PORTFOLIO	ABPAX, ABPYX, ABPCX, APWIX, APWXX, APPRX, ABPZX
AB SUSTAINABLE THEMATIC CREDIT PORTFOLIO	STHAX, STHYX
AB SUSTAINABLE US THEMATIC PORTFOLIO	SUTAX, FFTYX, SUTCX, SUTZX
ABRDN EMERGING MARKETS SUSTAINABLE LEADERS FUND	GIGAX, GIGCX, GIRRX, GIGIX, GIGSX
ABRDN GLOBAL EQUITY IMPACT FUND	JETIX
ABRDN INTERNATIONAL SUSTAINABLE LEADERS FUND	JIEIX, BJBIX
ABRDN US SUSTAINABLE LEADERS FUND	GXXAX, GXXCX, GGLIX, GXXIX
ABRDN US SUSTAINABLE LEADERS SMALLER COMPANIES FUND	MLSAX, GLSRX, GGUIX, AELSX
AGF GLOBAL SUSTAINABLE EQUITY FUND	AGPIX, AGPRX
ALGER RESPONSIBLE INVESTING FUND	SPEGX, AGFCX, AGIFX, ALGZX
ALPS/KOTAK INDIA ESG FUND	INAAX, INFcx, INDX, INDSX, INDX
AMERICAN BEACON TWENTYFOUR STRATEGIC INCOME FUND	TFSAX, TFGCX, TFGYX, TFGIX, TFGPX
AMERICAN BEACON TWENTYFOUR SUSTAINABLE SHORT TERM BOND FUND	TFBAX, TFBCX, TFBYX, TFBRX
AMG BOSTON COMMON GLOBAL IMPACT FUND	BRWIX
APPLESEED FUND	APPIX, APPLX
AQR SUSTAINABLE LONG-SHORT EQUITY CARBON AWARE FUND	QNZIX, QNZNX, QNZRX
ARISTOTLE CORE BOND FUND	PLEDX, PLEBX
ASHMORE EMERGING MARKETS CORPORATE INCOME ESG FUND	ECAEX, ECCEX, ECIEX
ASHMORE EMERGING MARKETS EQUITY ESG FUND	ESAGX, ESCGX, ESIGX
ASPIRATION REDWOOD FUND	REDWX
AVANTIS RESPONSIBLE EMERGING MARKETS EQUITY ETF	AVSE
AVANTIS RESPONSIBLE INTERNATIONAL EQUITY ETF	AVSD
AVANTIS RESPONSIBLE U.S. EQUITY ETF	AVSU
AXS SUSTAINABLE INCOME FUND	AXSKX
BLACKROCK ESG CAPITAL ALLOCATION TRUST	ECAT
BLACKROCK FUTURE CLIMATE AND SUSTAINABLE ECONOMY ETF	BECO
BLACKROCK GLOBAL IMPACT FUND	BGAMX, BGIMX, BGKMX
BLACKROCK INFRASTRUCTURE SUSTAINABLE OPPORTUNITIES FUND	BINFX, BINAX, BINKX
BLACKROCK INTERNATIONAL IMPACT FUND	BIBGX, BIBHX, BIKMX
BLACKROCK LIFEINDEX 2025 FUND	LEBIX, LELAX, LEBKX
BLACKROCK LIFEINDEX 2030 FUND	LENAX, LENIX, LENKX
BLACKROCK LIFEINDEX 2035 FUND	LEJAX, LEJIX, LEJKX
BLACKROCK LIFEINDEX 2040 FUND	LEKAX, LEKIX, LEKKX
BLACKROCK LIFEINDEX 2045 FUND	LEHAX, LEHIX, LEHKX
BLACKROCK LIFEINDEX 2050 FUND	LEBAX, LEGIX, LEPKX
BLACKROCK LIFEINDEX 2055 FUND	LEVAX, LEEIX, LEVKX
BLACKROCK LIFEINDEX 2060 FUND	LEZAX, LEZIX, LEZKX
BLACKROCK LIFEINDEX 2065 FUND	LEWAX, LEWIX, LEWIXX
BLACKROCK LIFEINDEX RETIREMENT FUND	LERAX, LERIX, LERKX
BLACKROCK LIQUID ENVIRONMENTALLY AWARE FUND	VSGXX, CCLXX, LEDXX, GPEXX, LEAXX, PSLXX, PDFXX
BLACKROCK SUSTAINABLE ADVANTAGE COREALPHA BOND FUND	BIIX, BIAAX, BIACX, BIAKX
BLACKROCK SUSTAINABLE ADVANTAGE EMERGING MARKETS EQUITY FUND	BLZIX, BLZAX, BLZKX
BLACKROCK SUSTAINABLE ADVANTAGE GLOBAL EQUITY FUND	MKSCX, MDSCX, MASCX
BLACKROCK SUSTAINABLE ADVANTAGE INTERNATIONAL EQUITY FUND	BRZAX, BRZIX, BRZKX
BLACKROCK SUSTAINABLE ADVANTAGE LARGE CAP CORE FUND	BIRAX, BIRCX, BIRIX, BIRKX
BLACKROCK SUSTAINABLE BALANCED FUND	MACPX, MDCPX, MCCPX, MKCPX, MRBPX
BLACKROCK SUSTAINABLE BALANCED PORTFOLIO	
BLACKROCK SUSTAINABLE EMERGING MARKETS BOND FUND	BEHIX, BEHKX,
BLACKROCK SUSTAINABLE EMERGING MARKETS EQUITY FUND	MAPCX, MDPCX, MPCKX, MRPCX
BLACKROCK SUSTAINABLE EMERGING MARKETS FLEXIBLE BOND FUND	BEDIX, BREDX, BAEDX
BLACKROCK SUSTAINABLE HIGH YIELD BOND FUND	BSHAX, BSIHX, BSHKX
BLACKROCK SUSTAINABLE INTERNATIONAL EQUITY FUND	BSUIX, BISAX, BKSIX
BLACKROCK SUSTAINABLE LOW DURATION BOND FUND	BSLIX, BASLX, BSLKX
BLACKROCK SUSTAINABLE TOTAL RETURN FUND	BISTX, BASTX, BKSTX
BLACKROCK SUSTAINABLE U.S. GROWTH EQUITY FUND	BESGX, BASGX, BSGKX
BLACKROCK SUSTAINABLE U.S. VALUE EQUITY FUND	BSUVX, BSVAX, BSVKX
BLACKROCK U.S. CARBON TRANSITION READINESS ETF	LCTU
BLACKROCK U.S. IMPACT FUND	BIBFX
BLACKROCK UNCONSTRAINED EQUITY FUND	MAEGX, MREGX, MDEGX, MCEGX
BLACKROCK US IMPACT FUND	BUAMX, BIBFX, BUKMX
BLACKROCK WORLD EX U.S. CARBON TRANSITION READINESS ETF	LCTD
BNY MELLON CONCENTRATED INTERNATIONAL ETF	BKCI
BNY MELLON GLOBAL DYNAMIC BOND INCOME FUND	DGDAX, DGDCX, DGDIX, DGDYX
BNY MELLON GLOBAL EMERGING MARKETS FUND	DGEAX, DGECX, DGEIX, DGEYX
BNY MELLON GLOBAL EQUITY INCOME FUND	DEQAX, DEQCX, DQEIX, DEQYX
BNY MELLON GLOBAL REAL RETURN FUND	DRRAX, DRRCX, DRRIX, DRRYX
BNY MELLON GLOBAL STOCK FUND	DGLAX, DGLCX, DGLRX
BNY MELLON INTERNATIONAL EQUITY ETF	BKIE US
BNY MELLON INTERNATIONAL STOCK FUND	DISAX, DISCX, DISRX
BNY MELLON RESPONSIBLE HORIZONS CORPORATE BOND ETF	RHCB
BNY MELLON SUSTAINABLE GLOBAL EMERGING MARKETS ETF	BKES
BNY MELLON SUSTAINABLE INTERNATIONAL EQUITY ETF	BKIS
BNY MELLON SUSTAINABLE U.S. EQUITY FUND	DTCAX, DTCCX, DRTCX, DTCYX, DRTHX
BNY MELLON SUSTAINABLE US EQUITY ETF	BKUS
BNY MELLON SUSTAINABLE US EQUITY PORTFOLIO, INC.	DTCAX, DTCCX, DRTCX, DRTHX
BNY MELLON US EQUITY FUND	DPUAX, DPUCX, DPUIX

BOSTON COMMON ESG IMPACT EMERGING MARKETS FUND	BCEMX
BOSTON COMMON ESG IMPACT INTERNATIONAL FUND	BCAIX
BOSTON COMMON ESG IMPACT US EQUITY FUND	BCAMX
BOSTON TRUST WALDEN SMID CAP FUND	WASMX
BROWN ADVISORY SUSTAINABLE GROWTH FUND	BAWAX, BAFWX, BIAWX
BROWN ADVISORY SUSTAINABLE SMALL-CAP CORE FUND	BAFYX, BIAYX
CALAMOS ANTE TOKOUNMPO GLOBAL SUSTAINABLE EQUITIES ETF	SROI
CCM ALTERNATIVE INCOME FUND	CCMNX
CCM COMMUNITY IMPACT BOND FUND	CRANX, CRAIX, CRATX
CCM CORE IMPACT EQUITY FUND	QUAGX
CCM SMALL/MID-CAP IMPACT VALUE FUND	QUSVX
CLEARBRIDGE SUSTAINABILITY LEADERS FUND	LCSTX, LCISX, LCILX, CBSLX, CLSUX, CAABX
COLUMBIA US ESG EQUITY INCOME ETF	ESGS
CROSSINGBRIDGE RESPONSIBLE CREDIT FUND	CBRDX
DFA EMERGING MARKETS SOCIAL CORE EQUITY PORTFOLIO	DFESX
DFA EMERGING MARKETS SUSTAINABILITY CORE 1 PORTFOLIO	DESIX
DFA SOCIAL FIXED INCOME PORTFOLIO	DSFIX
DFA US SOCIAL CORE EQUITY 2 PORTFOLIO	DFUEX
DFA US SUSTAINABILITY CORE 1 PORTFOLIO	DFSIK
DFA US SUSTAINABILITY TARGETED VALUE PORTFOLIO	DAABX
DOMINI IMPACT BOND FUND	DSBIX, DSBFX, DSBYX
DOMINI IMPACT EQUITY FUND	DSEPX, DIEQX, DSEFX, DSFRX
DOMINI IMPACT INTERNATIONAL EQUITY FUND	DOMAX, DOMOX, DOMIX, DOMYX
DOMINI SUSTAINABLE SOLUTIONS FUND	LIFEX, CAREX
DWS ESG CORE EQUITY FUND	DESAX, DESCX, DESGX, DESRX, DESUX, DESSX
DWS ESG GLOBAL BOND FUND	SZGAX, SZGCX, DGBIX, SSTGX
DWS ESG INTERNATIONAL CORE EQUITY FUND	DURAX, DURCX, DURIX, DURSX
DWS ESG LIQUIDITY FUND	ESIXX, ESGXX, ESRXX
ETHO CLIMATE LEADERSHIP ETF	ETHO
FIDELITY ADVISOR CLIMATE ACTION FUND	FCAJX, FCALX, FCAUX, FCAOX, FCLZX
FIDELITY ADVISOR SUSTAINABLE CORE PLUS BOND FUND	FIAIX, FIAJX, FIALX, FIAKX, FIAMX
FIDELITY ADVISOR SUSTAINABLE EMERGING MARKETS EQUITY FUND	FSWAX, FSZIX, FSZZX
FIDELITY CLIMATE ACTION FUND	FCAEX
FIDELITY INTERNATIONAL SUSTAINABILITY INDEX FUND	FNIDX
FIDELITY SAI SUSTAINABLE SECTOR FUND	FIDIX
FIDELITY SAI SUSTAINABLE U.S. EQUITY FUND	FIDEX
FIDELITY SUSTAINABILITY BOND INDEX FUND	FNDSX
FIDELITY SUSTAINABLE INTERNATIONAL EQUITY FUND	FSYRX, FSQAX, FSYCX, FSQIX, FSYMX, FSQIX
FIDELITY SUSTAINABLE MULTI-ASSET FUND	FYMRX, FYMAX, FYMCX, FYMIX, FYMMX
FIDELITY SUSTAINABLE US EQUITY FUND	FSEBX
FIDELITY US SUSTAINABILITY INDEX FUND	FITLX
FIRST TRUST EIP CARBON IMPACT ETF	ECLN
FIS KNIGHTS OF COLUMBUS GLOBAL BELIEF ETF	KOCG
FLEXSHARES ESG & CLIMATE DEVELOPED MARKETS EX-US CORE INDEX FUND	FEDM
FLEXSHARES ESG & CLIMATE EMERGING MARKETS CORE INDEX FUND	FEEM
FLEXSHARES ESG & CLIMATE HIGH YIELD CORPORATE CORE	FEHY
FLEXSHARES ESG & CLIMATE INVESTMENT GRADE CORPORATE CORE INDEX FUND	FEIG
FLEXSHARES ESG & CLIMATE US LARGE CAP CORE INDEX FUND	FEUS
FLEXSHARES STOXX GLOBAL ESG SELECT INDEX FUND	ESGG
FLEXSHARES STOXX US ESG SELECT INDEX FUND	ESG
FRONTIER MFG GLOBAL SUSTAINABLE FUND	FMSGX, FMSRX
GABELLI SRI FUND	ESGHX, ESGGX, ESGJX, ESGKX
GENESIS BALANCED PORTFOLIO	MBAPX
GENESIS CONSERVATIVE PORTFOLIO	MCONX
GENESIS GROWTH PORTFOLIO	MGAFX
GLOBAL SOCIAL CORE EQUITY PORTFOLIO	DGBEX
GLOBAL SUSTAINABILITY FIXED INCOME PORTFOLIO	DGSFX
GLOBAL X NASDAQ 100 ESG COVERED CALL ETF	QYLE
GLOBAL X S&P 500 ESG COVERED CALL ETF	XYLE
GOLDMAN SACHS ACTIVEBETA PARIS-ALIGNED CLIMATE US LARGE CAP EQUITY ETF	GPAL
GOLDMAN SACHS BLOOMBERG CLEAN ENERGY EQUITY ETF	GCLN
GOLDMAN SACHS ESG EMERGING MARKETS EQUITY FUND	GEBAX, GEBCX, GEBIX, GEBNX, GEBRX, GEBSX, GEPPX
GOLDMAN SACHS INTERNATIONAL EQUITY ESG FUND	GSIFX, GSICX, GSIEX, GSISX, GIRNX, GSIWX, GTFPX
GOLDMAN SACHS US EQUITY ESG FUND	GAGVX, GCGVX, GINGX, GIRGX, GRGVX, GDEUX, GALPX
GREEN CALIFORNIA TAX-FREE INCOME FUND	CFNTX
GREEN CENTURY BALANCED FUND	GCBUX, GCBLY
GREEN CENTURY EQUITY FUND	GCEUX, GCEQX
GREEN CENTURY MSCI INTERNATIONAL INDEX FUND	GCIFX, GCINX
GUINNESS ATKINSON ALTERNATIVE ENERGY FUND	GAAEX
HARTFORD CLIMATE OPPORTUNITIES FUND	HEOMX, HEONX, HEOIX, HEORX, HEOSX, HEOTX, HEOVX, HEOYX, HEOFX
HARTFORD GLOBAL IMPACT FUND	HGXAX, HGXCX, HGXIX, HGXRX, HGXSX, HGXTX, HGXVX, HGXYX, HGXFX
HARTFORD SCHRODERS DIVERSIFIED EMERGING MARKETS FUND	HSXAX, HSXCX, HSXIX, HSXYX, HSXFY, HSDEX
HARTFORD SCHRODERS SUSTAINABLE CORE BOND FUND	HSAEX, HSACX, HSSBX, HSADX, SCBIX, HSSFX, SCBRX
HARTFORD SCHRODERS SUSTAINABLE INTERNATIONAL CORE FUND	HSISX, HSIDX
HARTFORD SUSTAINABLE INCOME ETF	HSUN
HSBC RADIANT ESG U.S. SMALLER COMPANIES FUND	HSOAX, HOPCX, RESCX
INTERNATIONAL SOCIAL CORE EQUITY PORTFOLIO	DSCLX
INTERNATIONAL SUSTAINABILITY CORE 1 PORTFOLIO	DFSPX
INVESCO ESG NASDAQ 100 ETF	QQMG
INVESCO ESG NASDAQ NEXT GEN 100 ETF	QQJG
INVESCO ESG S&P 500 EQUAL WEIGHT ETF	RSPE

INVESCO FLOATING RATE ESG FUND	AFRAX, AFRCX, AFRYX, AFRRX, AFRIX, AFRFX
INVESCO GLOBAL CLEAN ENERGY ETF	PBD
INVESCO MSCI WORLD SRI INDEX FUND	VSQAX, VSQCX, VSQRX, VSQFX, VSQSX, VSQYX
INVESCO REAL ASSETS ESG ETF	IVRA
INVESCO SOLAR ETF	TAN
ISHARES BREAKTHROUGH ENVIRONMENTAL SOLUTIONS ETF	ETEC
ISHARES CLIMATE CONSCIOUS & TRANSITION MSCI USA ETF	USCL
ISHARES ENVIRONMENTAL INFRASTRUCTURE AND INDUSTRIALS ETF	EFRA
ISHARES ENVIRONMENTALLY AWARE REAL ESTATE ETF	ERET
ISHARES ESG ADVANCED TOTAL USD BOND MARKET ETF	EUSB
ISHARES ESG ADVANCED HIGH YIELD CORPORATE BOND ETF	HYXF
ISHARES ESG ADVANCED INVESTMENT GRADE CORPORATE BOND ETF	ELQD
ISHARES ESG ADVANCED MSCI EAFE ETF	DMXF
ISHARES ESG ADVANCED MSCI EM ETF	EMXF
ISHARES ESG ADVANCED MSCI USA ETF	USXF
ISHARES ESG AWARE 1-5 YEAR USD CORPORATE BOND ETF	SUSB
ISHARES ESG AWARE AGGRESSIVE ALLOCATION ETF	EOAA
ISHARES ESG AWARE CONSERVATIVE ALLOCATION ETF	EAOK
ISHARES ESG AWARE GROWTH ALLOCATION ETF	EAOR
ISHARES ESG AWARE MODERATE ALLOCATION ETF	EAOM
ISHARES ESG AWARE MSCI EAFE ETF	ESGD
ISHARES ESG AWARE MSCI EM ETF	ESGE
ISHARES ESG AWARE MSCI USA ETF	ESGU
ISHARES ESG AWARE MSCI USA GROWTH ETF	EGUS
ISHARES ESG AWARE MSCI USA SMALL-CAP ETF	ESML
ISHARES ESG AWARE MSCI USA VALUE ETF	EVUS
ISHARES ESG AWARE US AGGREGATE BOND ETF	EAGG
ISHARES ESG AWARE USD CORPORATE BOND ETF	SUSC
ISHARES ESG MSCI EM LEADERS ETF	LDEM
ISHARES ESG MSCI USA LEADERS ETF	SUSL
ISHARES ESG MSCI USA MIN VOL FACTOR ETF	ESMV
ISHARES ESG SCREENED S&P 500 ETF	XVV
ISHARES ESG SCREENED S&P MID-CAP ETF	XJR
ISHARES ESG SCREENED S&P SMALL-CAP ETF	XJH
ISHARES GLOBAL CLEAN ENERGY ETF	ICLN
ISHARES MSCI ACWI LOW CARBON TARGET ETF	CRBN
ISHARES MSCI GLOBAL SUSTAINABLE DEVELOPMENT GOALS ETF	SDG
ISHARES MSCI KLD 400 SOCIAL ETF	DSI
ISHARES MSCI USA ESG SELECT ETF	SUSA
ISHARES MSCI WATER MANAGEMENT MULTISECTOR ETF	IWTR
ISHARES PARIS-ALIGNED CLIMATE MSCI USA ETF	PABU
JANUS HENDERSON DEVELOPED WORLD BOND FUND	HFAAX, HFACX, HFADX, HFAIX, HFARX, HFASX, HFATX
JANUS HENDERSON GLOBAL SUSTAINABLE EQUITY FUND	JEASX, JECTX, JEDTX, JEUIX, JETNX, JEGRX, JESSX, JETTX
JANUS HENDERSON GLOBAL SUSTAINABLE EQUITY PORTFOLIO	JHSX
JANUS HENDERSON INTERNATIONAL SUSTAINABLE EQUITY ETF	SXUS
JANUS HENDERSON NET ZERO TRANSITION RESOURCES ETF	JZRO
JANUS HENDERSON RESPONSIBLE INTERNATIONAL DIVIDEND FUND	HDAVX, HDCVX, HDDVX, HDIVX, HDRVX, HDQVX, HDTVX
JANUS HENDERSON SUSTAINABLE & IMPACT CORE BOND ETF	JIB
JANUS HENDERSON SUSTAINABLE CORPORATE BOND ETF	SCRD
JANUS HENDERSON US SUSTAINABLE EQUITY ETF	SSPX
JOHN HANCOCK ESG INTERNATIONAL EQUITY FUND	JTQIX
JOHN HANCOCK ESG LARGE CAP CORE FUND	JHJAX, JHJCX, JHJIX, JHJRX
JPMORGAN CLIMATE CHANGE SOLUTIONS ETF	TEMP
JPMORGAN SMALL CAP SUSTAINABLE LEADERS FUND	VSSBX, VSSRX, VSSWX, VSSBX, VSSRX, VSSWX, JRJUX, JGAUX, JGREX, VSSCX, VSSLX
JPMORGAN U.S. SUSTAINABLE LEADERS FUND	JICAX, JICCX, JIISX, JIIXX
KENNEDY CAPITAL ESG SMID CAP FUND	KESGX
LAZARD US SUSTAINABLE EQUITY PORTFOLIO	SUSTX, SUSLX
LORD ABBETT CLIMATE FOCUSED BOND FUND	CFBAX, CFBCX, CFLFX, CFLNX, CFLIX, CFLQX, CFBRX, CFBTX, CFBUX
MAINSTAY CANDRIAM EMERGING MARKETS DEBT FUND	MGHAX, MGHBX, MHYCX, MGHIX, MGHHX
MAINSTAY CANDRIAM EMERGING MARKETS EQUITY FUND	MCYAX, MCYCX, MCYIX, MCYVX, MCYSX
MARTIN CURRIE EMERGING MARKETS FUND	MACEX, MCECX, MEFIX, MCEIX, MCEMX
MARTIN CURRIE INTERNATIONAL SUSTAINABLE EQUITY ETF	MSCE
MARTIN CURRIE INTERNATIONAL SUSTAINABLE EQUITY FUND	LUFIX, LUEIX, LUISX
MATTHEWS EMERGING MARKETS SUSTAINABLE FUTURE ACTIVE ETF	EMSF
MATTHEWS EMERGING MARKETS SUSTAINABLE FUTURE FUND	MASGX, MISFX
MIROVA GLOBAL GREEN BOND FUND	MGGAX, MGGNX, MGGYX
MIROVA GLOBAL SUSTAINABLE EQUITY FUND	ESGMX, ESGCX, ESGNX, ESGYX
MIROVA INTERNATIONAL SUSTAINABLE EQUITY FUND	MRVAX, MRVNX, MRVYX
MIROVA US SUSTAINABLE EQUITY FUND	MUSAX, MUSCX, MUSNX, MUSYX
MORGAN STANLEY GLOBAL SUSTAIN PORTFOLIO	MGQIX, MGQAX, MGQLX, M5GQX, MGQSX
NATIONWIDE GLOBAL SUSTAINABLE EQUITY FUND	GGEAX, GGECX, GGESX, GGEIX
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST, SUSTAINABLE EQUITY PORTFOLIO	NRAAX, NRACX, NBSLX, NBSRX, NRARX, NRSRX, NBSTX
NEUBERGER BERMAN SUSTAINABLE EQUITY FUND	NEQAX, NEQCX, NEQIX
NEUBERGER BERMAN U.S. EQUITY IMPACT FUND	NALFX, NAEFX
NEW ALTERNATIVES FUND	ZGEIX
NINETY ONE GLOBAL ENVIRONMENT FUND	NSRIX, ,NSRKK
NORTHERN GLOBAL SUSTAINABILITY INDEX FUND	NUESX, NUEIX
NORTHERN US QUALITY ESG FUND	NPCT
NUVEEN CORE PLUS IMPACT FUND	NUDV
NUVEEN ESG DIVIDEND ETF	NUEM
NUVEEN ESG EMERGING MARKETS EQUITY ETF	

NUVEEN ESG HIGH YIELD CORPORATE BOND ETF	NUHY
NUVEEN ESG INTERNATIONAL DEVELOPED MARKETS EQUITY ETF	NUDM
NUVEEN ESG LARGE-CAP ETF	NULC
NUVEEN ESG LARGE-CAP GROWTH ETF	NULG
NUVEEN ESG LARGE-CAP VALUE ETF	NULV
NUVEEN ESG MID-CAP GROWTH ETF	NUMG
NUVEEN ESG MID-CAP VALUE ETF	NUMV
NUVEEN ESG SMALL-CAP ETF	NUSC
NUVEEN ESG US AGGREGATE BOND ETF	NUBD
NUVEEN WINSLOW LARGE-CAP GROWTH ESG ETF	NWLG
NUVEEN WINSLOW LARGE-CAP GROWTH ESG FUND	NWCAX, NWCCX, NVLIX, NWCFX
OSTERWEIS SUSTAINABLE CREDIT FUND	ZSRIX
PARNASSUS CORE EQUITY FUND	PRILX, PRBLX
PARNASSUS FIXED INCOME FUND	PPPLX, PRFIX
PARNASSUS MID CAP FUND	PFPMX, PARMX
PARNASSUS MID CAP GROWTH FUND	PFPRX, PARNX
PARNASSUS VALUE EQUITY FUND	PFPWX, PARWX
PAK CORE BOND FUND	PAXBX, PXBIX
PAX ELEVATE GLOBAL WOMEN'S LEADERSHIP FUND	PXWIX, PXWEX
PAX GLOBAL ENVIRONMENTAL MARKETS FUND	PXEAX, PGRNX, PGINX
PAX GLOBAL OPPORTUNITIES FUND	PXGOX, PAXGX
PAX GLOBAL SUSTAINABLE INFRASTRUCTURE FUND	PXDIX, PAXDX
PAX HIGH YIELD BOND FUND	PXHAX, PAXHX, PXHIX
PAX INTERNATIONAL SUSTAINABLE ECONOMY FUND	PXNIX, PXINX
PAX LARGE CAP FUND	PAXLX, PXLIX
PAX SMALL CAP FUND	PXSAX, PXS CX, PXSIX
PAX SUSTAINABLE ALLOCATION FUND	PAXIX, PAXWX
PAX U.S. SUSTAINABLE ECONOMY	PXGAX, PWGIX, PWGX
PEAR TREE ESSEX ENVIRONMENTAL OPPORTUNITIES FUND	GEOSX, EEOFX, GEORX
PGIM ESG HIGH YIELD FUND	PGANX, PGAUX, PGAQX, PGAVX
PGIM ESG SHORT DURATION MULTI-SECTOR BOND FUND	PGIGX, PGIJX, PGIPX, PGIKX
PGIM ESG TOTAL RETURN BOND FUND	PAIWX, PAIYX, PAJBX, PAIZX
PIMCO CLIMATE BOND FUND	PCEBX, PCECX, PCEPX, PCEWX, PCEIX
PIMCO ENHANCED SHORT MATURITY ACTIVE ESG EXCHANGE-TRADED FUND	EMNT
PIMCO ESG INCOME FUND	PEGAX, PEGBX, PEGPX, PEGQX, PEGIX
PIMCO LOW DURATION ESG FUND	PLUPX, PLDIX
PIMCO RAFI ESG U.S. ETF	RAFE
PIMCO TOTAL RETURN ESG FUND	PTGAX, PRFAX, PTGCX, PRAPX, PTSAX
PUTNAM PANAGORA ESG EMERGING MARKETS EQUITY ETF	PPEM
PUTNAM PANAGORA ESG INTERNATIONAL EQUITY ETF	PPIE
RBC BLUEBAY CORE PLUS BOND FUND	RCPIX, RCPAX, RCPRX
RBC BLUEBAY EMERGING MARKET DEBT FUND	RESAX, RBE SX, RBERX
RBC BLUEBAY HIGH YIELD BOND FUND	RHYAX, RGHYX
RBC BLUEBAY STRATEGIC INCOME FUND	RBSIX, RBAIX, RBSRX
REYNDERS MCVEIGH CORE EQUITY FUND	ESGEX
RIC SUSTAINABLE EQUITY FUND	REUVX, REQTX, REQAX, REQCX
ROCKEFELLER CLIMATE SOLUTIONS FUND	RKCIX, RKCAK
SATURNIA SUSTAINABLE BOND FUND	SEBFX
SATURNIA SUSTAINABLE EQUITY FUND	SEEFX
SCHWAB ARIEL ESG ETF	SAFE
SEI SCREENED WORLD EQUITY EX-US FUND	SSEAX
SHELTON SUSTAINABLE EQUITY FUND	NEXIX, NEXTX
SPDR BLACKSTONE HIGH INCOME ETF	HYBL
SPDR MSCI ACWI CLIMATE PARIS ALIGNED ETF	NZAC
SPDR MSCI EAFE FOSSIL FUEL RESERVES FREE ETF	EFA X
SPDR MSCI EMERGING MARKETS FOSSIL FUEL RESERVES FREE ETF	EEMX
SPDR MSCI USA CLIMATE PARIS ALIGNED ETF	NZUS
SPDR S&P 500 ESG ETF	EFIV
SPDR S&P 500 FOSSIL FUEL RESERVES FREE ETF	SPYX
SPDR S&P SMALLCAP 600 ESG ETF	ESIX
SPHERE 500 FOSSIL FREE FUND	SPF FX
T. ROWE PRICE GLOBAL IMPACT EQUITY FUND	TGBLX, TGPEX
TEMPLETON INTERNATIONAL CLIMATE CHANGE FUND	TICGX
TIAA-CREF CORE IMPACT BOND FUND	TSBRX
TIAA-CREF GREEN BOND FUND	TGRKX, TGRNX, TGRLX, TGROX, TGRMX
TIAA-CREF NET ZERO GLOBAL TRANSITION FUND	NTZG
TIAA-CREF SHORT DURATION IMPACT BOND FUND	TSDHX, TSDJX, TSDFX, TSDBX, TSDDX
TIAA-CREF SOCIAL CHOICE ACCOUNT	QCSCIX
TIAA-CREF SOCIAL CHOICE EQUITY FUND	TISCX, TRPSX, TICRX, ,TRSCX
TIAA-CREF SOCIAL CHOICE INTERNATIONAL EQUITY FUND	TSONX, TSOPX, TSORX, TSOEX
TIAA-CREF SOCIAL CHOICE LOW CARBON EQUITY FUND	TNW CX, TPWCX, TLWCX, TEWCX
TOUCHSTONE CLIMATE TRANSITION ETF	HEAT
TRILLIUM ESG GLOBAL EQUITY FUND	PORIX, PORTX
TRILLIUM ESG SMALL/MID CAP FUND INSTITUTIONAL	TSMDX
UBS ALL CHINA EQUITY FUND	UACPX, ACPTX
UBS EMERGING MARKETS EQUITY OPPORTUNITY FUND	UEMPX, EMPTX
UBS ENGAGE FOR IMPACT FUND	UEIPX, EIPTX
UBS INTERNATIONAL SUSTAINABLE EQUITY FUND	BNIEX, BNUEX, ESPTX
UBS MULTI INCOME BOND FUND	UTBAX, UTB PX
UBS SELECT ESG PRIME INSTITUTIONAL FUND	SGIXX
UBS SELECT ESG PRIME PREFERRED FUND	SSPXX

UBS U.S. SMALL CAP GROWTH FUND	BNSCX, BISCX
UBS ULTRA SHORT INCOME FUND	USIAX, USDIX, USIPX
UBS US DIVIDEND RULER FUND	DVRUX
UBS US QUALITY GROWTH AT REASONABLE PRICE FUND	QGRPX
VAN ECK MORNINGSTAR ESG MOAT ETF	MOTE
VANGUARD BAILLIE GIFFORD GLOBAL POSITIVE IMPACT STOCK FUND	VBPIX
VANGUARD ESG INTERNATIONAL STOCK ETF	VSGX
VANGUARD ESG US CORPORATE BOND ETF	VCEB
VANGUARD ESG US STOCK ETF	ESGV
VANGUARD FTSE SOCIAL INDEX FUND	VFTAX, VFTNX
VANGUARD GLOBAL ENVIRONMENTAL OPPORTUNITIES STOCK FUND	VEOIX, VEOAX
VANGUARD GLOBAL ESG SELECT STOCK FUND	VESGX, VEIGX
VIRTUS NFJ GLOBAL SUSTAINABILITY FUND	ASUAX, ASTNX, ASTPX
WISDOMTREE CLOUD COMPUTING FUND	WCILD
WISDOMTREE CYBERSECURITY FUND	WCBR
WISDOMTREE EMERGING MARKETS ESG FUND	RESE
WISDOMTREE EMERGING MARKETS EX-CHINA FUND	XC
WISDOMTREE EMERGING MARKETS EX-STATE-OWNED ENTERPRISES FUND	XSOE
WISDOMTREE INDIA EX-STATE-OWNED ENTERPRISES FUND	IXSE
WISDOMTREE INTERNATIONAL ESG FUND	RESD
WISDOMTREE TRUST CHINA EX STATE OWNED ENTERPRISES ETF	CXSE
WISDOMTREE U.S. ESG FUND	RESP
XTRACKERS EMERGING MARKETS CARBON REDUCTION AND CLIMATE IMPROVERS ETF	EMCR
XTRACKERS I.P. MORGAN ESG EMERGING MARKETS SOVEREIGN ETF	ESEB
XTRACKERS J.P. MORGAN ESG USD HIGH YIELD CORPORATE BOND ETF	ESHY
XTRACKERS MSCI EAFE ESG LEADERS EQUITY ETF	EASG
XTRACKERS MSCI EMERGING MARKETS ESG LEADERS EQUITY ETF	EMSG
XTRACKERS MSCI USA ESG LEADERS EQUITY ETF	USSG
XTRACKERS S&P 500 ESG ETF	SNPE
XTRACKERS S&P MIDCAP 400 ESG ETF	MIDE
XTRACKERS S&P SMALLCAP 600 ESG ETF	SMLE

List prepared pursuant to chapter 808 of the Texas Government Code**Companies That Boycott Israel***Updated Q3 2023*

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

List prepared pursuant to chapter 2270 of the Texas Government Code**Designated Foreign Terrorist Organizations**

Source - US State Department

<https://www.state.gov/foreign-terrorist-organizations/>

Updated Q2 2023

Organization Name

Abdallah Azzam Brigades (AAB)
Abu Sayyaf Group (ASG)
Al-Aqsa Martyrs Brigade (AAMB)
al-Ashtar Brigades (AAB)
al-Mulathamun Battalion (AMB)
al-Nusrah Front
al-Qa'ida (AQ)
al-Qa'ida in the Arabian Peninsula (AQAP)
Al-Qa'ida in the Indian Subcontinent
al-Qaida in the Islamic Maghreb (AQIM)
al-Shabaab
Ansar al-Dine (AAD)
Ansar al-Islam (AAI)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
Ansaru
Army of Islam (AOI)
Asa'ib Ahl al-Haq (AAH)
Asbat al-Ansar (AAA)
Boko Haram
Communist Party of the Philippines/New People's Army (CPP/NPA)
Continuity Irish Republican Army (CIRA)
HAMAS
Haqqani Network (HQN)
Harakat Sawa'd Misr (HASM)
Harakat ul-Jihad-i-Islami (HUJI)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
Harakat ul-Mujahidin (HUM)
Hizballah
Hizbul Mujahideen (HM)
Indian Mujahedeen (IM)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
ISIS-Bangladesh
ISIS-DRC

ISIS-Greater Sahara
ISIS-Mozambique
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Islamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Islamic State's Khorasan Province (ISIS-K)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh al-Adl (formerly Jundallah)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Segunda Marquetalia
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

List prepared pursuant to chapter 2270 of the Texas Government Code

**Companies Engaging in Scrutinized Business Operations With a Designated
Foreign Terrorist Organization**

Updated Q2 2023

Company Name

No companies identified

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 RFP 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 RFP Responses prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the 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: Judy Langford
Title: Owner/President
Date: 10/30/23

REQUIRED FORM**Respondent:**

Please complete this form and include with RFP response submission.



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[Printed Name of Consultant]

Langford Community Management Services, Inc. By: Judy Langford
Title: Owner/President
Date: 10/30/23

REQUIRED FORM**Respondent:**

Please complete this form and include with RFP response submission.



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

N/A.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal (RFP) specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my response will remain firm for a period of up to 60 DAYS in order to allow Jefferson County adequate time to evaluate the proposal 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

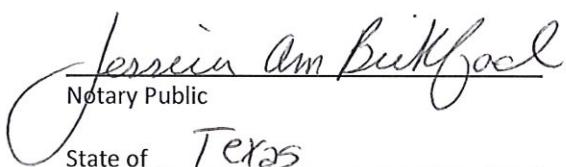
Liberty Hill, TX 78642

CITY, STATE, ZIP CODE

(512)452-0432

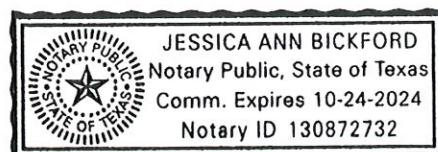
TELEPHONE NUMBER

Sworn to and subscribed before me
this 30th day of
October, 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 RFP response submission.