

County of Orange, Texas solicits proposals for projects funded through the Flood Mitigation Assistance Grant Program, administrated by the Texas Water Development Board (TWDB):

**REQUEST FOR PROPOSALS:
RFP #: 21008 FMA PROGRAM HOME ELEVATION GRANT ADMINISTRATION &
PROJECT MANAGEMENT SERVICES**

Sealed packets containing the required information/documents is to be in sets of six (6): one (1) marked original, five (5) marked duplicate, and one (1) digital copy on a flash drive, containing the required information/documents, will be received in the office of the Orange County Purchasing Agent 3:00PM Wednesday, October 20, 2021 and opened immediately in that office in the presence of the Purchasing Agent of Orange County. The packet is to be delivered to the Purchasing Agent of Orange County, 714 Polk St., Orange, Texas 77630. Any packet received after 3:00PM on the date specified will be returned unopened. All persons/entities who submit a sealed packet are hereafter referred to in this RFP as "Respondent" or "Respondents".

All packets must contain the following:

**REQUEST FOR PROPOSALS:
RFP #: 21008 TWDB - FMA PROGRAM HOME ELEVATION GRANTS
ADMINISTRATION & PROJECT MANAGEMENT SERVICES**

Respondent's name and return address should be prominently displayed on the envelope.

The RFP specifications can be obtained on the Orange County website, www.co.orange.tx.us under Purchasing/Bid Schedule.

Upon satisfactory completion of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), Respondent is to be paid via Orange County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Thank you,

Tim Funchess, Purchasing Agent
Orange County, Texas

RFP-21008

ORANGE COUNTY, TEXAS REQUEST FOR PROPOSALS
GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES

OPENING DATE: WEDNESDAY, SEPTEMBER 8, 2021 @ 3:00PM

RFP-21008

Sealed Requests for Proposals (RFP), subject to the proposal documents hereto attached, for GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES are being accepted.

Legal Name of Contracting Company

Federal I.D.# (Company or Corporation)

Social Security # (Individual)

Telephone Number

Email Address

Contact Person

Title

Complete Mailing Address

City, State, Zip

Complete Street Address

City, State, Zip

**ORANGE COUNTY, TEXAS REQUEST FOR PROPOSALS GRANT
ADMINISTRATION AND PROJECT MANAGEMENT SERVICES**

INTRODUCTION

Orange County, Texas (County) is soliciting for professional grant administration and project management services required to undertake Home Elevation, Flood Mitigation Assistance Grant Projects administered by the State of Texas, Texas Water Development Board (TWBD) through Federal grants funded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).

The REQUEST FOR PROPOSALS is for your convenience in offering the referenced products and/or services for Orange County, Texas .

In accordance with 2 CFR Part 200, Section 200.320 (d)(4) contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. Other factors include track record of successes at other counties or cities, identification and understanding of the County's needs and requirements. Orange County is appreciative of the time and effort you expended to submit an offer.

SCOPE OF SERVICES

Orange County is seeking to enter into a professional services contract with a competent consulting firm or individual to administer Flood Mitigation Assistance Grant Projects awarded through the Texas Water Development Board.

PROJECT DESCRIPTION

The purpose of this grant is to mitigate flooding by elevating flood prone properties in Orange County to base flood elevation plus 24" (County's freeboard for SRL properties).

SCOPE OF WORK

The firm hired shall ensure the County's contractual obligations are met in accordance with Federal and State law. Including but not limited to:

General Grant Administration

- Fully administer all aspects of grant according to the contractual agreement with TWDB and the Flood Mitigation Assistance Grant Agreement with FEMA
- Report to local officials on the grant process
- Prepare required reports to the State
- Prepare requests for payment from the County to the property owners or contractor (as determined).
- Prepare requests for reimbursement from the County to the State
- Assist the County in evaluating options for procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement
- Assist the County in developing an agreement between the County and the Homeowners that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home
- Coordination of inspection, structure requirement, and bid/contract process for elevation contractor procurement

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ADMINISTRATION AND PROJECT MANAGEMENT
SERVICES**

- Coordinate and facilitate meeting Homeowners to outline the project's scope of work requirements. Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner
- Prepare reconciliation with State on all grant funds
- Prepare all reports and forms required for grant closeout

- Participate in any review or audit of grant by TVVDB, FEMA or their assignee, and address any questions, findings, or deficiencies noted

Per Parcel Project Management Services for Elevation projects

- Meet with Homeowners to overview / explain the process and detail the owner's and elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual elevation. This data will come from the grant award documents
- Manage budget to ensure that all homes are completed within the available Federal funding
- Assist the County in ensuring that the elevation contract specifications meet the FEMA grant requirements
- Develop process to ensure that construction is performed in compliance with engineering specifications.
- Ensure that professional engineer reviews all construction specifications
- Solicit elevation contractors in accordance with Federal and State procurement standards
- Provide list of qualified elevation contractors and describe the process for selection, review and approval
- Ensure Homeowner selects among the qualified contractors in the manner and method prescribed and supports the selection

Prepare and present mitigation offer. Review details of mitigation offer and have offer signed by Homeowner

Prepare and present Homeowner/ County agreement for elevation. This agreement will provide the details of the Homeowner responsibility for hiring the elevation contractor and will have language indemnifying the County and their contractors from liability associated with the physical elevation. Have Homeowner sign the agreement

- Submit owner signed agreement to County for review and signature
- For those Homeowners that have a local cost share, collect this cost share at the time of execution of the agreement between County and Homeowner. Ensure these funds are deposited with the County in escrow accounts
- Facilitate payments to contractors from the County
- Meet with each Homeowner and review and concur with Elevation Contractor. Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant.
- Review work schedules and specifications to ensure that the elevation is completed in a timely manner and in compliance with the terms of the Grant. If problems are encountered, the Contractor will seek resolution from the County and the State.
- Facilitate the establishment and recordation of FEMA required post elevation deed restrictions.

Ancillary services that may be necessary to satisfactorily complete the above-listed scope of work categories include: ongoing document preparation, ongoing coordination of grant and local match funds, creation and submittal of grant payment requests to state agency, technical assistance and advice, coordination and liaison services, assistance with project modifications and amendments, real property acquisition assistance and advice. Rates for any

**ORANGE COUNTY REQUEST FOR PROPOSALS
GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES**

additional services must be specified in the proposed cost of services.

STATEMENT OF QUALIFICATIONS

We are seeking to contract with a competent firm with experience in grant administration and project management services. Specifically, we are seeking those persons or firms with the following experience:

1. Management of all aspects of Flood Mitigation Assistance Grant Programs
2. Adherence to Federal standards as outlined

in 2 CFR Part 200

PROPOSED COST OF SERVICES

The cost for grant administration and project management services must be included in the proposal submission and cannot exceed \$250,000 respectively.

Please note that cost is not the sole basis for selection of a service provider, see Evaluation Criteria below.

EVALUATION CRITERIA

The proposals received will be evaluated and ranked according to the following criteria for grant management services:

Criteria	<u>Maximum Points</u>
Experience	40
Work Performance	20
Performance Capacity	20
Proposed Cost	20
Total	100

PROPOSAL SUBMISSIONS

DEADLINE: Proposals must be received at 714 Polk St. prior to 3:00 pm on Wednesday, October 20, 2021. Proposals will be received and publicly acknowledged at 3:00 pm or soon thereafter in the Purchasing Agent's Offices, 714 Polk St., Orange, Texas 77630. *Late proposals will not be accepted under any circumstances!*

SUBMITTAL: Completed proposal, must be in a sealed envelope clearly marked with "RFP GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES", "RFP-21008", "October 20, 2021 at 3:00 P.M." written in the lowerleft-hand corner of the envelope containing the proposal.

PROCUREMENT SCHEDULE: Requests For Proposals (RFP) will be available on October 9 at 8:00 a.m. Proposal submission deadline is 1:00 p.m. on November 6, 2019.

RFP Issued	October 4, 2021, 8:00 a.m.
RFQ Submission Deadline	October 20, 2021, 3:00 p.m.
Evaluation of RFP's	October 29, 2021
Award of Contract (tentative)	November 9, 2021

ADDRESS: Sealed proposals may be hand-delivered or mailed to Orange County Purchasing Agent, 714 Polk St., Orange Texas 77630.

METHODS: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. If a delivery service is used, the proposal name, number, opening date, and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

WITHDRAWAL OR ALTERATIONS OF PROPOSAL: Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor guaranteeing authenticity. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the Orange County Purchasing Agent and the approval of the Commissioners' Court.

NO OFFER: Please indicate on your "NO OFFER" response any area/concern that may have influenced your decision to indicate "NO OFFER."

PROPOSAL OPENING: Proposals will be received and publicly acknowledged at the location, date and time stated above. Vendors, their representatives, and interested persons may be present. The proposals shall be reviewed and acknowledged only

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so as to avoid disclosure of the contents to competing vendors and kept confidential during negotiations. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by vendor as such.

TAX EXEMPT STATUS: The County is exempt from Federal Excise and State Sales Tax. Therefore, tax must not be included in this proposal.

AWARD: It is anticipated that awards will be made within approximately two weeks after proposal opening date. Proposals submitted must be binding for not less than ninety (90) days after the date received.

PROPOSAL REQUIREMENTS

COMPLETED PROPOSAL: A completed proposal means an original containing the following:

- Vendor Identification
- Proposal Submission
- Acknowledgement and Certification Regarding Debarment, Suspension and other Ineligibility
- Contract
- Conflict of Interest Affidavit
- Conflict of Interest Questionnaire

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

LATE PROPOSALS: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Orange County is not responsible for lateness of mail, courier service, etc.

DOCUMENTATION: Vendor shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE VENDORS: A vendor must affirmatively demonstrate their responsibility. A vendor must also meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required,

2. Be able to comply with the required or proposed delivery schedule,
3. Be able to comply with all Federal, state, and local laws, rules, regulations, ordinances and orders regarding this request,
4. Have a satisfactory record of performance,
5. Have a satisfactory record of integrity and ethics,
6. Assign only qualified personnel to perform services required under this contract, and
7. Be otherwise qualified and eligible to receive an award.

Orange County may request representation and other information sufficient to determine vendor's ability to meet these minimum standards listed above.

RESPONSE PREPARATION COSTS: The County will not pay any cost incurred by any vendor in the proposal preparation, printing, demonstration, or negotiation process. All costs shall be borne by the proposing vendors with exception of costs associated with any County personnel visits to vendor offices or other client sites.

SELECTION OF CONSULTANTS

The County shall review all material submitted, and if required, schedule presentations or interviews with prospective consultants in order to select the most qualified. The County is an Equal Opportunity Employer and reserve the rights to reject any and all proposals, extend the RFQ deadline and to waive formalities in our selection.

AWARD

CONTRACT: This Proposal, and accompanying documents, and any negotiated terms, when properly accepted by Orange County, shall constitute a contract equally binding between the successful vendor and Orange County. The successful vendor may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal. No different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract must be made in writing and signed by both parties.

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EVALUATION CRITERIA: Criteria utilized by Orange County for determining the best acceptable vendor includes, but is not limited to Vendor meeting the County's specifications

Vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty Vendor's previous performance, reputation, promptness,

Minority businesses and women's business enterprises (and labor surplus area firms if County is designated) consideration,

Any factor which could reasonably be asserted as being relevant to successful performance.

EXCEPTIONS / SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the vendor has not taken exceptions and County shall hold the vendor responsible to perform in strict accordance with the specifications of the RFP. Orange County Commissioners' Court reserves the right to accept any, all, or none of the exception(s) / substitution(s) deemed to be in the best interest of the County.

REJECTION / ACCEPTANCE: It is understood that the Orange County Commissioner's Court, reserves the right to accept or reject any or all proposals for any or all materials and / or services covered in this proposal request. Additionally, it is understood that the County may waive discrepancies or defects in the proposal or to accept such Proposal, County shall deem to be in the best interest of Orange County. Receipt of any proposal shall under no circumstances obligate Orange County to accept the lowest dollar proposal.

ADDITIONAL INFORMATION: The County may request additional information to further clarify, explain or validate the contents of any response in this RFP. All information must be submitted to the County in writing within three business days of the County's request.

CONTRACT ADMINISTRATION: Under this contract, Tim Funchess, Purchasing Agent, shall be the contract administrator with designated responsibility to ensure compliance with

contract requirements, such as but not limited to, acceptance, inspection, and delivery. The

Contract administrator will serve as liaison between the Commissioners' Court and the successful vendor. In order to ensure fair and objective evaluation, all questions related to this RFP should be addressed to the person named above.

NEGOTIATIONS: Orange County reserves the right to negotiate the contract in accordance with Local Government Code §262 for requests for proposals.

CONTRACT AWARD: The award of this contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated vendor resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals

FUNDING: Funding for this contract is provided by the State of Texas, Texas Water Development Board through a Federal grant by the U.S. Department of Homeland Security, Federal Emergency Management Agency. Funding for this contract is dependent on the availability of these funds.

Successful Vendor herein acknowledges and agrees that this contract does not create a debt against the County, the State or Texas, or the Texas Water Development Board, and that this contract is subject to the appropriation of funds by Orange County, Texas.

TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171, including, but not limited to, Local Government Code §171.002 and §171.003.

Further, the Vendor represents and warrants that the Vendor has no actual or potential conflicts of interest in providing the deliverables required by this contract to the County. Vendor represents that the provision of services under this contract will not create an appearance of impropriety. The Vendor also represents and warrants that, during the term of this contract, the Vendor will immediately notify the

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County, in writing, of any potential conflict of interest that could adversely affect the County creating the appearance of a conflict of interest.

The Vendor represents and warrants that neither the Vendor nor any person or entity that will participate financially in this contract has received compensation from the County, or any agency of the State of Texas for participation in the preparation of specifications for this contract. The Vendor represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this contract.

DISCLOSURE REQUIREMENTS: All prospective vendors shall complete the conflict of interest questionnaire and submit it with their proposal in accordance with Local Government Code §176.004. (The Texas Legislature passed House Bill 914 during the 2005 Legislative Session which requires the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

ETHICS: The vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Orange County, Texas.

INSURANCE/BOND: If selected, Vendor is required to submit proof of insurance. Professional insurance (liability or other appropriate product) is required from an insurer qualified to do business in Texas. Respondents shall submit a certificate of insurance evidencing such coverage

TERMINATION OF CONTRACT: This contract shall remain in effect until: 1) contract expires, 2) delivery/completion and acceptance of products and / or services ordered or 3) terminated by either party with thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. In the event the contract is cancelled, the County reserves the right to award to the next best proposal, as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Orange County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the vendor shall be a basis for termination of the contract by the County. Orange County reserves the right to terminate the contract immediately in the event the successful vendor fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award the proposal to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful vendor. The County shall not pay for any commodities / services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

FORCE MAJURE: Neither party shall be responsible for delays caused by "Acts of God", non-city governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the work.

COMPLIANCE WITH LAWS: The successful vendor shall comply with all applicable Federal, state and local laws and regulations.

EQUAL EMPLOYMENT OPPORTUNITY: The successful vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

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setting forth the provisions of this nondiscrimination clause.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Vendor 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.

In the event of the Vendor'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 the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: The Vendor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

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

- If subcontracts are to be let, to take the affirmative steps listed in above paragraphs.

DAVIS-BACON ACT: 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.

COPELAND "ANTI-KICKBACK" ACT: The Vendor must comply 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 is 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 Vendor must report all suspected or reported violations.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded 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

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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.

DRUG FREE WORKPLACE: During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

CLEAN AIR ACT: The Vendor agrees to comply with the 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).

DEBARMENT AND SUSPENSION: 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 exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines 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.

BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

PUBLIC INFORMATION ACT: The Vendor acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this contract are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. The Vendor shall produce all documents upon request of the County within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.

ACCURATE AND TIMELY RECORD KEEPING: The Vendor warrants and represents that he will keep timely, accurate and honest books and records

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relating to the work performed and the payments received under this contract according to generally accepted accounting standards. Further, the Vendor agrees that he will create such books and records at or about the time the transaction reflected in the books and records occurs.

RIGHT TO AUDIT: The Vendor and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this contract. The Vendor shall make such documents and records available for examination and audit by the County or any other authorized entity of the State of Texas. The Vendor's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the completion of the Vendor. By executing this contract, the Vendor accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this contract. The Vendor shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The Vendor agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The contractor also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.

The Vendor shall make such documents and records available for examination and audit by the Federal government and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.

TRAVEL: In accordance with the TWDB contract, all travel expenses must show names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superseded.

All expenses must for reason for expense with Mileage reimbursement must include names, dates, and points of travel of individuals.

itemized receipts to evidence the amount incurred. (Note: non-itemized credit card receipts will not be accepted.)

INVOICING: Invoices shall be sent directly to the Orange County Auditor's Office, 123 S. 6th St., Orange, Texas 77630. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must show tasks that were performed, time period the work was performed, the percent and cost of each task completed.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of a valid invoice. Payments shall be made in accordance with the State of Texas Prompt Payment Act, Vernon's Texas Codes Annotated, Government Code Title 10, Subtitled F, Chapter 2251. Successful vendor is required to pay subcontractors within ten (10) days after the successful vendor receives payment from the County.

Payment inquiries should be directed to the County Auditor, Pennee Schmitt, 409-882-7026

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

ASSIGNMENT OF CONTRACT: The successful vendor shall not assign, sell, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of the Orange County Commissioners' Court.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement

HOLD HARMLESS AGREEMENT: Vendor shall indemnify and hold Orange County harmless from all claims for personal injury, death and / or property

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damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

WAIVER OF SUBROGATION: By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Orange County as an indirect party to any suit arising out of personal or property damages, resulting from contractor's performance under this agreement.

QUESTIONS REGARDING PROPOSAL

DOCUMENTS: Questions concerning this proposal should be directed to Tim Funchess, Purchasing Agent at 409-882-7902.

ADDENDA: Acknowledgement of the addenda, if any were issued to change the original RFP as a result of questions or other reason, must be included.

PROPOSAL SUBMISSION / INFORMATION FROM VENDOR

The RFP received from the vendor should include each of the following sections in the numbered order as noted below. If additional sections are needed by the vendor to highlight their services or provide additional information, such sections are to be added after the required sections.

Instructions: Please answer the questions listed below. Pre-printed product literature regarding your services is acceptable but not required.

Section 1 - Vendor Information

Please include the following information on the primary contact representative:

- Name
- Address
- Title
- Telephone Number

- FAX Number
- E-mail address

Please indicate if this person has the binding authority to enter into contracts.

Section 2 — Solution Framework Summary

Please provide a summary of your solution for the grant administration and project management services.

Section 3 — Proposal Narrative with Task and Timeline

The County places a premium on the respondent's approach to the project and the ability to present a scope of services that will ensure successful and timely completion of the project.

The narrative should be clear, concise and complete.

Include a detailed timeline in the proposal; including start date and task outline.

Be clear in the proposal, what responsibilities will be assumed by the vendor and what responsibilities will be required of the County.

If any section leaves out what you consider crucial or valuable information, please include it in your proposal.

Section 4 — Profile / History

Provide a brief history and profile of your company. How many years has the company actively provided grant administration and project management services to local governments?

Include additional information such as:

1. When it was founded.
2. Type of legal entity (i.e. corporation, partnership, etc.).
3. Names of owners, if privately owned.
4. A Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the timeline.

Section 5 - Client Base

Proposals should list client base for similar projects. Contact information should be supplied.

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Provide the dates for each project and whether an extension of time was requested and/or approved.

The County places a premium on the number of successful projects that the respondent has undertaken that are similar to the County's current project.

Please list any and all audit findings that resulted from the administration of these programs.

Section 6 - Resumes of Personnel Assigned to Project Respondents must provide a listing of the personnel to be assigned to the project, including organizational structure and each person's area of responsibility.

Resumes for each professional assigned to this project are also required. Vendors must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

Section 7 — Proposed Cost of Services

Include proposed fee structure including billing rates, hourly rates, reimbursable expenses, etc. Include proposed cost by Scope of Work category for grant administration and project management services. Preferences will be given to firm fixed pricing.

ORANGE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY PROPOSALS SUBMITTED, AND TO WAIVE ANY TECHNICALITIES FOR THE BEST INTEREST OF THE CITY.

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

Federal Executive Orders 12549 and 12689 require the County to screen each covered potential vendor to determine whether each has a right to obtain a contract in accordance with Federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered vendor must also screen each of its covered subcontractors. In this certification "Vendor" refers to both Vendor and any subcontractor; "contract" refers to both contract and subcontract.

Vendor hereby CERTIFIES that:

Vendor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Vendor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Vendor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; and

Vendor shall notify the Orange County in writing immediately through written notification to the Purchasing Agent, if Vendor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Orange County.

Vendor Represents and Warrants that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Vendor hereto.

Name of Business

Date

Signature

Printed Name & Title

RFP-21008

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**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY**

RFP-21008
ORANGE COUNTY REQUEST FOR PROPOSALS
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CONTRACT

The undersigned agrees if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the vendor to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying proposal. Further, the undersigned affirms and represents that this proposal has not been prepared in collusion with any other vendor, and that the contents of this proposal have not been communicated to any other vendor prior to the official opening of this proposal.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Proposal

Date

Printed Name and Title of Signer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ PhoneNo.: _____ Fax No.: _____

The Commissioners' Court of Orange County, Texas does hereby agree to contract with _____ to provide Grant Administration Services for the County, inclusive, in accordance with the request for proposal submissions set forth hereto.

PASSED THIS _____ DAY OF _____, 2 1

APPROVED:

ATTEST:

County Judge

County Clerk

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AFFIDAVIT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the following,
who upon oath, says:

I am the Manager, Secretary or other agent, officer or principal of the vendor in the matter of the proposals to which this affidavit is attached, and I have full knowledge of the relations of the vendor with the other firms in this same line of business, and the vendor is not a member of any trust, pool or combination to control the price of supplies proposed on, or to influence any person to propose or not to propose thereon.

I further affirm that the vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above statement are true and correct, this day of _____, 20__.

Notary Public

Name of Vendor: _____

Signed by: _____

Name / Title: _____

Date: _____

NOTE: PROPOSALS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

**ORANGE COUNTY REQUEST FOR PROPOSALS
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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ		
For vendor or other person doing business with local governmental entity				
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">OFFICE USE ONLY</td> </tr> <tr> <td style="padding: 2px 5px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
E Name of person doing business with local governmental entity.				
3_1				
Check this box if you are filing an update to a previously filed questionnaire.				
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)				
Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.				
2/1 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.				

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**ORANGE COUNTY REQUEST FOR PROPOSALS
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CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Page 2

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

1 Yes | | No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

|| Yes || No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

1 Yes || No

D. Describe each affiliation or business relationship.

E

Signature of person doing business with the governmental entity

Date

Mooted 11(02)2035

**ORANGE COUNTY REQUEST FOR PROPOSALS
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IM PORTANT**

BIDDER'S / PROPOSER'S CHECKLIST

Check off each of the following as the necessary action is completed.

- The prices have been checked.
 - The PROPOSAL SUBMISSION has been completed, including all requested information, and is included in your proposal package.
 - The ACKNOWLEDGEMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY (page13) has been completed, signed, dated and included in your proposal package.
 - The CONTRACT with the County (Page 14) has been completed, signed, dated and included in your proposal package.
 - The AFFIDAVIT (Page 15) signed and notarized and included in your proposal package.
 - The CONFLICT OF INTEREST QUESTIONNAIRE (Page 16-17) has been completed, signed, dated and included in your proposal package.
 - The mailing envelope has been addressed to:

Purchasing Agent, 714 Polk St., Orange, Texas 77630
 - The mailing envelope contains the original, five (5) copies, and one (1) digital copy.
 - The mailing envelope has been sealed and marked:
 - A. Proposal number
 - B. Name of proposal
 - C. Opening date and time
-

**ORANGE COUNTY WISHES TO THANK ALL VENDORS
FOR THEIR INTEREST AND PARTICIPATION.**