

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR GRANT CONSULTING AND ADMINISTRATION SERVICES
 RFP 24-038**

THIS AGREEMENT ("Agreement") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, on behalf of the Fort Bend County Drainage District, (hereinafter "Drainage District"), and Stuart Consulting Group, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

W I T N E S S E T H

WHEREAS, County desires that Contractor provide grant consulting and administration services for the Fort Bend County Drainage District pursuant to RFP 24-038 (hereinafter "Services"); and

WHEREAS, County is authorized to use the competitive proposal method of procurement for this Agreement in accordance with the Texas Local Government Code Chapter 262 and 2 CFR 200.320(d) and has determined Contractor is mostly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and is most advantageous to the County with price and other factors considered, though pricing was not the only criteria for selecting Contractor; and

WHEREAS, Contractor represents that it is qualified and desires to perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

1.1 Contractor shall initially render Services to County as defined in relevant parts of the County's Request for Qualifications ("RFP") 24-038, Contractor's Response to County's RFP 24-038, and Contractor's Letter confirming their response to County's RFP 24-038 as the final proposal, collectively attached hereto as Exhibit "A" and incorporated herein for all purposes.

1.2 All performance of the Scope of Services by Contractor, including any changes in the Scope of Services and revision of work satisfactorily performed, will be performed only when approved in advance in writing and authorized by County.

1.3 All Services shall be performed in accordance with the terms and conditions of the RFP 24-038.

Agreement for Grant Consulting and Administration Services
 Fort Bend County Drainage District
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1.4 Contractor understands and agrees that sources of state and federal funding for this Agreement will be identified at a future date, and that, in addition to the listed clauses in County's Request for Qualifications ("RFP") 24-038 on pages 22-31, that additional state or federal requirements may apply to the Contractor through newly identified state or federal Awards, accompanying Award Agreements or any Amendments thereto, or any future obtained Award Agreement. Contractor further acknowledges any changes in applicable federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 County shall pay Contractor through grant administration fees on projects that Contractor secures for partial or full grant funding. The grant administration fee will be based on the final grant award amount. County agrees to pay Contractor a fee not to exceed the maximum percentage which shall be calculated at the rates set forth on page 29 of Contractor's Response to County's RFP 24-038 in the attached exhibit. Such rates shall reflect the Total Maximum Compensation. If Contractor fails to secure grant funding, County shall not be liable for payment to Contractor.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. Drainage District shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for

processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

3.4 Both parties recognize that delays in payment or reimbursement to the County by the Federal or State government may occur. Nevertheless, Contractor will be reimbursed in accordance with Section 3.3, even if the receipt of funds occur beyond the term of this Agreement.

3.5 Funding for grant administration fees may involve local funding sources in addition to grant funding. Grant administration services will be part of the total project budget in the grant and subject to the local cost share requirements of the applicable grant program.

Section 4. Time of Performance

The initial term of this Agreement shall begin upon when fully executed by both parties and end no later than one year thereafter, unless otherwise terminated sooner as hereinafter provided. This Agreement does NOT automatically renew. However, this Agreement may be renewed annually for a maximum of five (5) years upon written agreement by both parties.

Section 5. Modifications and Waivers

5.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

5.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

5.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Termination

6.1 Termination for Convenience

6.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default

6.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

6.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

6.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously presented for payment by Contractor to County. Contractor's final Pay Application for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

6.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 8. Non-Appropriation

It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability Insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of Contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 12. Indemnity

THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO

INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS CONTRACTOR OR ANY OTHER PARTY FOR ANY REASON ARE HEREBY DELETED. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT. CONTRACTOR SHALL NOT PROVIDE DEFENSE IF SUCH DEFENSE IS A CONFLICT OF INTEREST.

Section 13. Confidential and Proprietary Information

13.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

13.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential

Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

13.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

13.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

13.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of this Agreement are not proprietary or confidential information.

13.6 Contractor expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

Section 14. Independent Contractor

14.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

14.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

15.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

15.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Drainage District Attn: Mark Vogler, General Manager/Chief Engineer P.O. Box 1028 Rosenberg, Texas 77471
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	Stuart Consulting Group, Inc. Attn: Chris Fenner, P.E., Vice President 13105 Northwest Freeway, Suite 1100 Houston, Texas 77040

15.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

15.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

15.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and

decrees above specified. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

Section 17. Performance Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the aforementioned professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the Scope of Services.

Section 18. Assignment and Delegation

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Conflict

In the event there is a conflict between this Agreement and any attached exhibits, the provisions of this Agreement shall prevail.

Section 26. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

26.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

26.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

26.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

26.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 27. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Section 28. Entire Agreement

This instrument, inclusive of the attached Exhibits A and B, contains the entire Agreement between the parties hereto relating to the rights granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect expecting a subsequent modification in writing signed by all the parties hereto.

(EXECUTION PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the day signed by the last party.

FORT BEND COUNTY

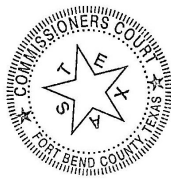
KP George
KP George, County Judge

October 23, 2024

Date Approved by Commissioners Court on 10/22/2024

ATTEST:

Laura Richard
Laura Richard, County Clerk



STUART CONSULTING GROUP, INC.

[Signature]
Authorized Agent – Signature

Christopher Fenner
Authorized Agent- Printed Name

Vice President
Title

10/1/24
Date

APPROVED:

Mark Vogler
Mark Vogler, General Manager/
Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 0.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Ed Sturdivant, County Auditor

Exhibit A: County's Request for Qualifications ("RFP") 24-038, Contractor's Response to County's RFP 24-038, and Contractor's letter confirming their Response to County's RFP 24-038 as the final proposal

i:\agreements\2024 agreements\purchasing\drainage district\stuart consulting group, inc. (24-drng-100772)\agmt for grant consulting and admin svcs (kcj - 7.23.2024) v2 8.19.2024 v3 9.24.2024

EXHIBIT A

(Follows Behind)

***Fort Bend County, Texas
Request for Proposals***



***Grant Consulting and Administration Services
for Fort Bend County Drainage District
RFP 24-038***

SUBMIT SEALED PROPOSALS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, April 2, 2024
2:00 PM (Central)

LABEL SEALED ENVELOPE/BOX:

RFP 24-038
Drainage Grant Consultant

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Result will be provide, upon request,
after final agreement is approved by
Commissioners Court.

Requests for information must be in
writing and directed to:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 SCOPE OF WORK:

Fort Bend County, Texas (hereafter referred to as the (“County”)) seeks sealed Proposals (“Proposals or RFP”) for selection of one (1) qualified firm/consultant (“Respondent”) to assist the County with Grant Consulting Services. The firm/consultant to be hired is to provide grant application and contract-related management services for the Fort Bend County Drainage District. Respondent shall provide all services needed and take all necessary steps as required by grant regulations related to this RFP.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email or written correspondence.

PROPOSAL CONTACT:

Brooke Lindemann
Senior Buyer
Fort Bend County Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
Brooke.Lindemann@fortbendcountytexas.gov

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, four (4) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Tuesday, April 2, 2024**. Flash drive must contain only one (1) file in PDF format and must match written/original/paper response identically. Failure to provide proper original, flash drive or copies is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Fort Bend County	Proposal Number: R24-038
Purchasing Department	Due Date: Tuesday, April 2, 2024
301 Jackson, Suite 201	Time: 2:00 PM (CST)
Richmond, TX 77469	For: Drainage Grant Consultant

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time after confirmation of addendum status. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, emailed or facsimile proposals will be considered.
- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to

opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.

- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or

additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, March 26, 2024 at 10:00 AM. (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposal, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the contractor and Fort Bend County.

9.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

10.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 CONFIDENTIAL MATTERS:

- 12.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 12.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

13.0 LIMITS OF SUBCONTRACTORS:

- 13.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 13.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

14.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

15.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

16.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

17.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

18.0 PERFORMANCE AND PAYMENT BOND:

No performance nor payment bond is required for this project.

19.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

20.0 TEXAS ETHICS COMMISSION FORM 1295:

20.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://www.ethics.state.tx.us/File/>

20.2 On-line instructions:

20.2.1 Name of governmental entity is to read: Fort Bend County.

20.2.2 Identification number use: RFP 24-038.

20.2.3 Description is: Drainage Grant Consultant.

20.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

21.0 INSURANCE:

21.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of

insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

- 21.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 21.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 21.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 21.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - 21.2.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.
 - 21.2.5 Errors and Omissions Professional Liability insurance with a limit of \$10,000,000.
- 21.3 County and the members of Commissioners Court shall be named as additional insured on a Primary and Non-Contributory basis to all required coverage except

for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance. All Liability policies including Workers' Compensation written on behalf of contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 21.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

22.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 22.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 22.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 22.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 22.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 22.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

- 22.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 22.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

23.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 23.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 23.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

24.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

25.0 TENTATIVE SCHEDULE:

Release of RFP:	March 10, 2024
Deadline for Questions:	March 26, 2024
Submission Due Date:	April 2, 2024
Evaluation of Submissions:	Week of April 7th
Commissioners Court Permission to Negotiate:	April 23, 2024
Negotiations:	Beginning April 24, 2024
Final Contract Approval Commissioners Court:	May 28, 2024

26.0 PRE-RFP CONFERENCE:

There is no Pre-RFP meeting for this solicitation.

27.0 BACKGROUND:

The County is seeking a firm/consultant to assist in successfully pursuing grant opportunities that will add value to the Fort Bend County Drainage District development priorities. The firm/consultant will perform all pre-funding, application, and post-funding administration services. The awarded respondent will be paid through grant administration fees on projects that they secure for partial or full grant funding.

28.0 REQUIREMENTS:

The Respondent shall provide the following services to the County:

28.1 Perform Grant Pre-funding Services including:

- 28.1.1 Research and monitoring of upcoming state and/or federal capital project grant opportunities which may provide value to the Drainage District.
- 28.1.2 Development and management of a strategic capital project grant opportunity plan based on current or future capital project priorities of the Drainage District.
- 28.1.3 Review of the Drainage District's recent master plans and development of priorities and grant strategy to implement said master Plan in consultation with the Drainage District.
- 28.1.4 Development and Management of a prioritized grant opportunity timeline and high-level benefit analysis (per identified grant opportunity) including identification of resources and/or project development needs to enable the Drainage District to successfully pursue grant opportunities.

28.2 Perform Grant Application Services including:

- 28.2.1 Development of technical grant submittals utilizing available Drainage District resources, as appropriate.
- 28.2.2 Coordination with external grant support stakeholders including but not limited to: the US Department of Transportation, US Department of Housing and Urban Development, US Army Corp of Engineers, US Department of Agriculture Natural Resources Conservation Service (USDA –NRCS), US Environmental Protection Agency, FEMA, General Land Office (GLO), Texas Department of Transportation, Texas Water Development Board, Texas Wildlife & Parks, and Houston-Galveston Area Council.

- 28.2.3 Development of technical grant resubmittals, if appropriate, taking into consideration any feedback received from initial grant submittal(s).
- 28.2.4 Other capital project grant support services as determined necessary by the Drainage District.
- 28.3 Perform Grant Administration, Management, and Oversight and Regulatory Compliance services for grants successfully awarded to the Fort Bend County Drainage District including:
 - 28.3.1 Assistance with Grant and Program Administration, implementation and management.
 - 28.3.2 Provide grant laws and regulation expertise.
 - 28.3.3 Provide financial management expertise, support, and advisory service.
 - 28.3.4 Scope of Services may include effort not specifically tied to a federal disaster declaration.
 - 28.3.5 Assist with public outreach support when requested.
 - 28.3.6 Provide staff augmentation support when requested for all aspects of grant administration.
 - 28.3.7 Assist with close-out procedures, including financial and audit support.

29.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables are required to be numbered and clearly labeled and tabbed for finding information quickly and easily. Font size below 10 point is prohibited.

- 29.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title Page
	Table of Contents
	Executive Summary
1	Understanding Requirements
2	Approach and Methodology

- 3 Cost
- 4 References
- 5 Required forms and overall completeness of proposal

29.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

29.3 Executive Summary - This section should be limited to a brief narrative highlighting the Respondents proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

29.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Requirements (weight factor = 30%)

- Demonstrate the professional experience, qualification and background of the Grant Consulting Services firm to provide these services. Experience must be similar work of comparable size and complexity for a governmental entity. Provide a detailed narrative that includes at least three (3) examples of securing grants as a grants consultant for drainage/flood control projects within the last five (5) years.

Tab 2

Approach and Methodology (weight factor = 25%)

- Describe your proposed overall philosophy and how it will be applied to the services. Describe how you will approach each task. Provide a full description of the methodology to be employed in completing the tasks and deliverables of this service.

Tab 3

Cost (weight factor = 20%)

- The awarded respondent will be paid through grant administration fees on projects that they secure for partial or full grant funding. The fee will be based on final grant award amount.
- Please include a table with your fee percentage factor / not to exceed amount using the grant amount ranges listed below.

Grant Amount	Percentage Factor
\$0 - \$249,999	%
\$250,000 - \$749,999	%
\$750,000 - 999,999	%
\$1,000,001 - \$10,000,000	%
\$10,000,001 - \$25,000,000	%
\$25,000,001 - \$50,000,000	%
\$50,000,001 - \$100,000,000	%
\$100,000,001 +	%

Tab 4

References (weight factor = 20%)

- Respondents must provide a minimum of three (3) references with whom respondent has served as a project manager for drainage/flood control projects within the past five (5) years. Provide the clients name, contact name, phone number, email address, and detailed description of services provided.

Tab 5

Required forms and overall completeness of proposal (weight factor = 5%)

- Proof of Insurance as required herein
- Completed Vendor Information Form
- Completed W9 form
- Completed Tax Debt form

30.0 AWARD:

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. Proposals will be evaluated by a committee comprised of County staff. The committee will review proposals submitted and may develop a short list of firms. These firms may be requested to submit additional information and/or may be invited for an interview, if needed, with the Committee. Based on further review after the interviews, the committee will forward their recommendations to the Fort Bend County Commissioners Court.

31.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website, if applicable, <https://sam.gov/content/home>, and with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

32.0 REQUIRED FORMS:

All respondents submitting are required to complete the attached/included and return with submission:

- 32.1 Vendor Information Form
- 32.2 W9 Form
- 32.3 Tax Form/Debt/Residence Certification
- 32.4 Proof of Insurance

33.0 EXHIBIT:

- 33.1 Exhibit A Federal Clauses

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" 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 _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[City and State]

REQUIRED FEDERAL CLAUSES

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

In addition, Contractor understands and agrees that additional sources of federal funding for this Agreement may be determined at a future date, and that, in addition to the below listed clauses, that additional Federal requirements may apply to the Contractor through additional federal Awards, accompanying Award Agreements or any Amendments thereto, or any future obtained Award Agreement. Contractor further acknowledges any changes in applicable federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

1. Access to Records.

This requirement applies to all contracts regardless of amount.

(1) The Contractor agrees to provide County, and any authorized state or federal representatives access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide County or any authorized state or federal representatives access at all reasonable times to construction or other work sites pertaining to the work being completed under the contract. (4) Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the any federal agency or the Comptroller General of the United States.

2. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractor agrees to follow the requirements of 31 C.F.R. Part 21, "New Restrictions on Lobbying." Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Contractor certifies that it and all its subcontractors at every tier will not and have 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, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its

behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352.

3. Civil Rights and Non-Discrimination.

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

- (a) Nondiscrimination on the Basis of Age.
Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. §6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) which prohibits discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.
- (b) Nondiscrimination on the Basis of Disability.
Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- (c) Nondiscrimination on the Basis of Drug Abuse.
Contractor shall comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- (d) Nondiscrimination on the Basis of Handicap.
Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. §794) which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.
- (e) Nondiscrimination on the Basis of Limited English Proficiency.
Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients and subrecipients of federal assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements have with respect to nondiscrimination.

- (f) Nondiscrimination on the Basis of Race, Color, and National Origin.
Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (g) Nondiscrimination Related to Housing.
Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; and any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made

4. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.* The

Contractor agrees to report each violation to the County, understands, and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

6. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. A contract award in any tier 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 at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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 No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

This requirement applies to all contracts regardless of amount.

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- (a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- (c) 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;
- (d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- (e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- (f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

8. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, 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 procured with federal funds. For purposes of this clause, (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. (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.

9. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

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

- (a) 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (b) 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.
- (c) 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.
- (d) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) 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.
- (f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

- (h) The contractor will include 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. False Statements Act.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds, the County is required to immediately notify the applicable federal agency of said allegation or finding and to continue to inform the federal agency of the status of any such on-going investigations. The County must also promptly provide any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

11. Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities, which receive federal funds by way of grants, contracts, or cooperative agreements, do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

12. Procurement of Recovered Materials.

The Contractor agrees to 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 C.F.R. 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.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 C.F.R. 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide 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).

- (a) 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);
- (b) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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 People's Republic of China.

14. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$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.

15. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes , all

reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

16. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.


17. Whistleblower Protections

Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §§ 4304 and 4310.

18. Compliance with Federal Law, Regulations, and Executive Orders.

THE CONTRACTOR WILL COMPLY WILL ALL APPLICABLE FEDERAL LAW, REGULATIONS, EXECUTIVE ORDERS, AGENCY POLICIES, PROCEDURES, AND DIRECTIVES.

ORIGINAL

**STUART
CONSULTING
GROUP** 

STUART CONSULTING GROUP, INC.

Fort Bend County, Texas
Request for Proposals



Grant Consulting and Administration Services
for Fort Bend County Drainage District

RFP 24-038

Tuesday, April 2, 2024
2:00 PM (Central)

Prepared for:

FORT BEND COUNTY
PURCHASING DEPARTMENT
TRAVIS ANNEX
301 JACKSON, SUITE 201
RICHMOND, TX 77469

Presented by:

STUART CONSULTING GROUP, INC.
1018 CENTRAL AVENUE, SUITE 200
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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Proposal Overview:

Stuart Consulting Group, Inc. (SCG) presents this proposal to the Fort Bend County Drainage District, offering specialized grant consulting and administration services. With over 15 years of experience, SCG has established itself as a leader in securing federal and state funding for flood mitigation, infrastructure, and disaster recovery projects. Our comprehensive approach encompasses grant identification, application development, compliance management, and project delivery, ensuring efficient execution throughout the grant lifecycle.

Key Services Offered:

- **Grant Identification and Research:** Leveraging our expertise, we will identify and pursue funding opportunities tailored to the specific needs of the Fort Bend County Drainage District.
- **Proposal Development:** Our team will craft compelling grant proposals, maximizing the likelihood of success by aligning with program requirements and Drainage District priorities.
- **Grant Administration:** From compliance oversight to budget management and reporting, we will provide turnkey support to streamline grant management processes effectively.

Primary Contacts:

Christopher Fenner, PE (Vice President)
Program Manager & Grants Team Coordinator
Contact: 346-241-0400 | chrisf@stuartconsultinggroup.com

Marty Cristofaro, PE, RPLS (Vice-President)
Principal
Contact: 346-241-0400 | martyc@stuartconsultinggroup.com

Experience and Track Record:

SCG has a proven track record of success, having secured hundreds of millions of dollars in funding for infrastructure and mitigation projects. Notable achievements include managing the Harris County Flood Control District Disaster Recovery Program, where over \$1.3 billion in federal and state funding has been awarded to date.

Approach and Methodology:

Our approach involves close collaboration with the Fort Bend County Drainage District, starting with a thorough needs analysis and strategy planning. We will assist in grant identification, application development, and ongoing grant administration, ensuring compliance and maximizing funding opportunities.

EXECUTIVE SUMMARY

Commitment to Excellence:

SCG is committed to delivering maximum funding in the most efficient manner possible, enhancing community resilience and facilitating speedy project delivery. Our team's dedication to excellence and extensive experience make us a strategic partner for the Fort Bend County Drainage District.

In conclusion, Stuart Consulting Group is well-positioned to support the Fort Bend County Drainage District in achieving its grant funding objectives. We look forward to the opportunity to collaborate and contribute to the Drainage District's mission of enhancing drainage infrastructure and community resilience.

UNDERSTANDING REQUIREMENTS

Meeting Needs and Exceeding Expectations

At Stuart Consulting Group, Inc. (SCG), we pride ourselves on our long track record of serving our clients by meeting their needs for each project, but exceeding their expectations. Having reviewed the RFP, we are confident that the SCG team possesses the necessary resources, understanding, and capability to successfully deliver the services requested in this proposal.

Stuart Consulting Group: A Legacy of Client Service

Established in 2003, SCG employs a staff of highly qualified professionals well-versed in a wide variety of federal and state grant funding programs as well as professional engineering services. SCG specializes in flood mitigation, infrastructure, and disaster recovery grant funding programs and has a proven track record of maximizing federal and state funding for our clients. Over the past 15 years, SCG has been on the front lines of grant funding through the evolution of several existing programs like FEMA Public Assistance, and the development of new programs like HUD Community Development Block Grant Mitigation (CDBG-MIT) and FEMA Building Resilient Infrastructure and Communities (BRIC).

Our team of consultants and industry leading professionals has experience with applying for, administering and program managing the following federal programs:

FEMA Public Assistance (PA) Program including 406 mitigation funding
FEMA Hazard Mitigation Grant Program (HMGP)
FEMA Building Resilient Infrastructure and Communities Grant Program (BRIC)
FEMA Flood Mitigation Assistance Program (FMA)
FEMA Legislative Pre-Disaster Mitigation (LPDM) through Congressionally-directed funding
EPA Clean Water STAG Program through Congressionally-directed funding
USDA-NRCS Emergency Watershed Protection Program (EWP)
HUD Community Development Block Grant Disaster Recovery Program (CDBG-DR)
HUD Community Development Block Grant Mitigation Program (CDBG-MIT)
USACE Continuing Authorities Program under PL-84-99
US Economic Development Administration (EDA) funding programs
Texas Water Development Board – Flood Infrastructure Fund (TWDB-FIF)

We have established an excellent record working with senior staff at the federal and state level to aid our clients in navigating the grant lifecycle from initial application, through review, award, project delivery and closeout. In addition to our grant management experience, we have helped multiple clients by managing design and construction of their grant-funded projects; effectively managing scope, schedule and budget, while ensuring compliance with all grant requirements and local building codes. Our clients include: Harris County Flood Control District, Harris County, City of Houston, City of Friendswood, City of Port Arthur, Timberlane Utility District, City of Slidell, Lakefront Management Authority, St. Bernard Parish, Lafon Nursing Facility of the Holy Family, City of Covington, and the St. Tammany Parish Sheriff's Office.

FIRM EXPERIENCE

FIRM EXPERIENCE

EXPERIENCE: A PROVEN TRACK RECORD OF SUCCESS

Over the years, SCG has helped our clients identify, pursue, and receive hundreds of millions of dollars, collectively, to fund infrastructure and mitigation projects. A vast majority of the funding we helped secure was for drainage and flood control projects. The following outlines a few specific examples:

Harris County Flood Control District (HCFCD) Disaster Recovery Program (DRP): (+\$1.8B Program / +\$1.3B funding awarded to date)

Scott Elmer, Chief Partnerships and Programs Officer

Harris County Flood Control District

P: 346-286-4000

E: scott.elmer@hcfcd.hctx.net

Services Utilized: Grant Administration (Including CDBG DR & MIT, HMGP, FEMA-PA, NRCS-EWP, TWDB-FIF, FEMA-BRIC, FEMA-FMA, FEMA-LPDM, EPA Clean Water STAG, EDA, & USACE-RIP); Project Management (Including Design & Construction); Construction Inspection

Years Active: 2016-Present (ongoing)

SCG was initially contracted by HCFCD to assist with the recovery efforts following the 2016 “Tax Day Floods” in and around Houston. Managing HCFCD’s program presented unique challenges including jurisdictional overlap between 3 federal agencies: NRCS, USACE, and FEMA. SCG documented over \$30 million in flood-related damages from the 2016 event and secured \$11 million in NRCS and FEMA grant assistance. Before additional funding was appropriated for the 2016 damages, Hurricane Harvey struck Harris County in late August 2017. Within just a few days of Harvey landfall, SCG scrambled several teams to assess the channels county-wide to identify and quantify storm damages. SCG’s crews, in conjunction with some of the HCFCD staff, completed the damage assessments within a few weeks, a process that typically spans 3 years. SCG also provided staff augmentation to assist HCFCD’s staff with the mandatory monitoring of the removal of storm debris from the HCFCD channels.

To date, SCG has assisted HCFCD in successfully receiving over \$330 million of federal assistance funding obligated through the NRCS EWP Program, FEMA PA Program, and USACE PL84-99 Program to repair Harvey-related damages. The pursuit of these grants included unraveling the web of federal agency jurisdictions and multiple successful FEMA appeals. Most recently, FEMA has obligated over \$250 million to provide assistance with the removal accumulated sediment from the District’s channels to restore pre-Harvey capacity. This one award represents **over 27% of all of the FEMA funding awarded for repairs for the entire disaster!**



Harvey Damage Site

FIRM EXPERIENCE

Harris County Flood Control District (HCFCD) Disaster Recovery Program (DRP): (+\$1.8B Program / +\$1.3B funding awarded to date)(continued)

SCG's innovative approach to quantify the sediment specifically attributable to Harvey was essential to FEMA providing this unprecedented assistance to the HCFCD. Occasionally, recovery assistance agencies issue eligibility determinations that are not in accordance with their own policies or governing legislation. Our team is well-versed in the policies governing the various programs and has brought this knowledge to the service of the HCFCD on multiple occasions. Most notably, SCG prepared 3 successful appeals to FEMA that helped the HCFCD receive Public Assistance (PA) funding for the 2015 Memorial Day Flood repairs. SCG is constantly vigilant for any future determinations from FEMA (or another agency) that may be detrimental to HCFCD's recovery efforts.

SCG also assists HCFCD by managing the design and construction of projects funded under the disaster recovery grants. SCG has managed the successful delivery of nearly \$90 million of NRCS-funded channel repairs. Those repairs were spread over 75% of the County and were completed within approximately 3 years of Harvey landfall on an accelerated timetable to meet grant funding restrictions.

In addition to the recovery efforts associated with Harvey and the severe 2016 Tax Day and 2015 Memorial Day floods, SCG also assisted HCFCD's recovery from the effects of Tropical Storm Imelda. Although not as large as Harvey, Imelda did impact seven (7) Watersheds with about \$7.3 million dollars of repair work. The design repairs for Imelda were done partially with in-house staff and staff-augmentation managing two (2) on-call consultants with all construction management and inspection done by SCG's team. SCG was able to successfully obtain over \$1M of funding from NRCS for repairs for the damages directly attributable to the storm. These repairs were successfully delivered within the schedule requirements of the NRCS grant.



Harvey Repairs - NRCS Funded

Currently, SCG is assisting HCFCD with preparing for the delivery of the sediment removal projects. This sediment removal task will exceed \$250 million in design and construction costs. Due to the large volume of sediment involved, it is estimated that the work will span 4-5 years. SCG is working to ensure that all of the work is completed in accordance with grant requirements.

In addition to repair funding through NRCS, FEMA, & USACE, SCG has helped HCFCD to pursue mitigation grant funding through a wide variety of other federal and state programs including CDBG-DR, CDBG-MIT, TWDB-FIF, HMGP, EDA, BRIC, & FMA. Most recently, SCG has also helped to complete the necessary grant compliance documents to finalize congressionally awarded funding through the FEMA LPDM and the EPA Clean Water STAG programs. To date, SCG has helped HCFCD receive over \$367M from federal and state sources to leverage with local funds provided by the County's Bond Program to improve flood control protection for the residents of the County. GLO also recently awarded an additional \$750M to the County through the CDBG-MIT program. SCG will be helping the District to secure additional funding through this allotment, which will provide even greater flood mitigation protection to the community.

FIRM EXPERIENCE

City of Slidell Disaster Recovery Program (\$125M Program)

Mike Noto, Deputy Chief Administrative Officer

City of Slidell

P: 985-646-4333

E: mnoto@cityofslidell.org

Services Utilized: Grant Administration (Including HMGP & FEMA-PA); Project Management (Including Design & Construction); Construction Inspection

Years Active 2010-Present (ongoing)



CITY BARN PUMP STATION BAR SCREENS -
HMGP FUNDED

Since 2010 SCG has been assisting the City of Slidell, LA with recovery from the damages sustained in Hurricane Katrina. After being hired to manage the reconstruction of the City's municipal auditorium and senior citizens' center, SCG's services have expanded to include closeout of the city's 173 FEMA Public Assistance grants along with program management for the City's infrastructure rehabilitation program and five HMGP grants for pump station improvements. Upon review of the City's existing Benefit Cost Analyses (BCAs), SCG identified an opportunity to optimize the BCAs and receive additional funding. Through SCG's efforts, the City received an additional \$18M of federal funding for the HMGP pump station improvement projects. Also, while working on the Program, SCG was able to identify additional damages resulting from Hurricane Katrina which were not previously realized. As a result of SCG's review, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) and FEMA provided Slidell with an additional \$20M+ to repair these damages. SCG worked closely with the City, GOHSEP, and FEMA to develop and obligate a capped Improved Project (\$68M) which allowed the City to complete a comprehensive approach to complete roadway, drainage, and sewer rehabilitation projects across the City. Following the landfall of Hurricane Ida in 2021, SCG helped the City document damages and successfully pursue aid through FEMA's Public Assistance Program. To date, FEMA has obligated over \$5 million for debris, emergency response measures, and repairs. FEMA is currently evaluating additional damages and it is expected that additional assistance will be secured. In addition to helping the City with the immediate aftermath of the event, SCG is also providing assistance with the administration of the grants up until final closeout.

Timberlane Utility District – "Tax Day Flood" DR-4269 (\$400k Program)

Alfred "Bud" Gessel, Director/General Manager Parks

Timberlane Utility District

P: 832-265-0226

E: budgessel@outlook.com

Services Utilized: Grant Administration (Including FEMA-PA)

Stuart Consulting Group Inc. (SCG) provided disaster recovery grant management services to the Timberlane Utility District (TLUD) in Harris County, TX to assist with recovery from the April 2016 "Tax Day" Flood (DR-4269). Several TLUD recreational hike and bike trails along Cypress Creek were damaged by erosion during the flood. We assisted TLUD with their initial claims to FEMA and followed the grants through the typical life cycle.

FIRM EXPERIENCE

Timberlane Utility District – “Tax Day Flood” DR-4269 (\$400k Program) (continued)

As the projects progressed into obligated Project Worksheets, we helped TLUD process reimbursement requests and close out the grants. One of the most severe damages TLUD experienced was the collapse of the approach paving to a recently constructed pedestrian bridge. Initially FEMA denied assistance for most of the repairs for this damage, incorrectly citing the damages were under the authority of NRCS. However, our team successfully appealed the determination resulting in full reimbursement for TLUD. This represented a nearly 400% increase in funding over FEMA’s initial determination.

Lakefront Management Authority (LMA) Disaster Recovery Program (\$75M Program)

Louis Capo

Executive Director

Lakefront Management Authority

P: 504-355-5990

E: director@nolalakefront.com

Services Utilized: On-Call design for drainage, sewage, parking, and airport support facilities, Grant Administration (Including FEMA-PA); Project Management (Including Design & Construction)

Years Active: 2010-Present (ongoing)

SCG has managed the Disaster Recovery Program for the Lakefront Management Authority in New Orleans, LA since 2010. One of the first tasks we undertook after partnering with the LMA was to perform a thorough review of their 179 existing Project Worksheets (PWs) for Hurricane Katrina. Upon review, we identified several opportunities for additional funding assistance through the FEMA Public Assistance Program. By updating project cost estimates, addressing missing scope items, and utilizing alternate/improved project delivery options under the PA program, we were able to help the LMA receive an additional \$20M in funding from FEMA. In addition to grant management services, SCG provided project management for over \$46M of repair and replacement projects at the New Orleans Lakefront Airport including the historic renovation of the art deco Terminal and reconstruction of hangars destroyed by Katrina. SCG’s creative use of FEMA’s Alternate and Improved Project policies helped the LMA to maximize their available recovery assistance funding to repair and rebuild all of their critical facilities with minimal use of local funds. To date, nearly all of the LMA’s PWs have been successfully closed, with the remainder expected to be closed in 2022. Although the Disaster Recovery Program has been primarily focused on recovering from the devastating impacts from Hurricane Katrina, it has also included recovery from several other tropical storms and hurricanes to impact the area, including Hurricanes Rita, Gustav, Isaac, Laura, and Zeta.

APPROACH & METHODOLOGY

APPROACH & METHODOLOGY

Our extensive experience with successful pursuit and management of grant funding for our clients has enabled our team to fine tune our approach, as outlined below. Our team is eager to put this proven methodology to work to serve the Fort Bend County Drainage District (District) and bring meaningful improvements to the community.

Program Kickoff Meeting

After Notice to Proceed, SCG will meet with Drainage District staff to conduct a needs analysis and discuss Program goals and objectives. At this meeting, we will discuss the current status of all projects and grant opportunities that the Drainage District has already identified, and any pending challenges or conflicts that may be related to those projects/funding opportunities. Also, at this meeting, SCG will establish a clear communication strategy with the Drainage District to foster effective relationships throughout the program. Additionally, we will work to identify any priority projects or funding goals of the Drainage District to help shape the next steps. Immediately following the kickoff meeting, we will review all challenges identified and develop strategies for swift resolution.

After the kickoff meeting is complete, and program priorities are established, we will move into the second phase of our approach, pursuit of grant assistance. Following successful receipt of these grants our team will provide turnkey administration services through final closeout of the grant, as outlined below.

Grant Administration

SCG uses the term “Grant Administration” to capture all aspects of a grant lifecycle. We take seriously our commitment to the Drainage District to provide a dedicated team for a turnkey solution that takes the grants from Application through to Closeout. We have a proven track record of fostering positive working relationships with staff in various federal and state funding agencies which help our clients to avoid some of the delays and bureaucratic snags that other programs may encounter.

The following outlines the stages of Grant Management we undertake:

- Strategy Planning & Funding Identification (Pre-Funding Services) – Monitor available funding programs, identify potential sources, assist Client with strategically selecting projects suited for application
- Grant Application Services - Prepare and submit initial application with required backup
- Review and Award Phase - Coordinate with the funding agency/agencies throughout their review of the application to resolve any Requests for Information (RFIs) up until award
- Grant Compliance - Maintain compliance with grant provisions during design/construction
- Scope/Cost Changes – Provide Client with consultation on any potential scope/cost changes, advise regarding grant impacts, and submit grant amendment request, if necessary
- Reimbursements – Submit reimbursement requests to funding agency with all required documentation in a timely fashion to maintain cash flow
- Coordinate with Client to ensure all necessary documents are turned over for storage/retention.

APPROACH & METHODOLOGY

The following outlines the stages of Grant Management we undertake: *(continued)*

- Closeout – After completion of work, compile all project documentation and coordinate with funding agency to facilitate closeout
- Document Retention – Retain all project/grant documents for retention period specified by grants.

Strategy Planning & Funding Identification / Pre-Funding Services

Our team is prepared to leverage our extensive and varied grant experience to help the Drainage District pair the priority projects with the best-fit potential funding sources. Some of this work may take place in the initial kickoff meeting, but due to federal and state funding cycles, this process will likely continue throughout the year as new Notices of Funding Opportunity (NOFO) are published. Our team is constantly monitoring new NOFOs and published updates for funding programs for a variety of project types. We will put this research to work to provide the Drainage District with timely recommendations and strategies for maximizing chances for funding. SCG will develop a strategic capital project grant opportunity plan based on the Drainage District's current and future capital project priorities. The plan will incorporate a prioritization framework for projects based on factors including need, budget, high-level benefit analysis, and project readiness. Regular reporting of funding opportunities, including program priorities and due dates, will be provided to the Drainage District so that Drainage District leadership can make informed decisions for funding pursuits.

Grant Application Services

After receiving authorization to proceed with applications, our team of dedicated professionals will begin assembling the documentation necessary to request funding. We will coordinate with the Drainage District personnel and applicable design consultants (where applicable), to aggregate all available technical backup, including hydraulic and hydrologic modeling, traffic studies, engineering reports, design plans, and cost estimates. Additionally, SCG will prepare benefit cost analyses, where required, using available supporting benefit data. Our team will also facilitate coordination with applicable external grant support stakeholders to ensure there is consensus on the approach. Applications will be completed within the funding deadlines and within time constraints established by the Drainage District's approval procedures.

Review and Award Phase

It is typical for many funding programs for questions to arise as the funding agency proceeds with their review of the applications. If the funding agencies issue a RFI during their review, our team is prepared to provide prompt responses to allow for continued processing of the applications.

Post Award Phases

Scope and Cost Changes

After grant award, our team of grant specialists will remain involved throughout the design and construction process. Working with the project managers, our grants team will keep a close eye on the development of the projects to ensure compliance with all grant requirements. We will advise the Drainage District of any identified challenges and will submit grant change requests, where necessary and appropriate. Although some funding programs are more receptive to grant modifications than others, we have a proven track record of successfully obtaining additional funding for our clients on many occasions.

APPROACH & METHODOLOGY

Post Award Phases (continued)

Reimbursements

Our grant specialists will also work closely with the Drainage District to prepare and submit reimbursement requests. We understand that in disaster recovery programs, cash flow can become a significant concern if reimbursements are delayed or stalled. Our team has extensive experience in compiling reimbursement requests, and we know the documentation that will be required to satisfy State and Federal staff. We propose that our team will be directly responsible for preparing and submitting the reimbursement requests, with the Drainage District's staff copied on all submittals. This has provided three benefits on other programs: (1) SCG staff are positioned to resolve any questions from the funding agencies immediately without delayed correspondence; (2) it frees up our clients' finance staff to focus on day-to-day activities; and (3) our clients have one single point of contact (SCG) to track and report reimbursement status.

Closeout & Document Retention

After all work is complete, SCG's closeout specialists will compile all documentation required to satisfy formal closeout of the grant. As with all other steps in the process, each funding agency has unique requirements for closeout. Our team is familiar with the requirements of each agency. Drawing from the project files maintained throughout the project, we will compile the required closeout documents including, but not limited to: construction plans, procurement documents, contracts, permits, invoices, reimbursement requests, and proof of payments. SCG has developed a Closeout Summary spreadsheet format that has been used with multiple federal programs which we submit to facilitate quicker closeout by the agencies. We will also provide a digital copy of all closeout documentation to the Drainage District for the Drainage District to retain and satisfy document retention clauses in the grant. If the Drainage District is subject to any audits during the document retention period, we are available to assist with the audits, as requested. To date our clients have had no significant audit findings on any of the disaster recovery programs SCG has managed.

Staff Augmentation

If desired, SCG is prepared to provide staff augmentation services to facilitate required aspects of the grant administration process.

Reporting and Communication

Through each stage of the process, our team will provide Drainage District staff with regular updates on the status of the grant pursuits. The reporting forms and spreadsheets used by the team on other programs have sufficiently met our clients' needs and have satisfied Federal and State funding partners. We are prepared to modify these forms to suit any specific need articulated by the Drainage District.

PROPOSED PROJECT TEAM LEADS

PROPOSED PROJECT TEAM LEADS

PROPOSED PROJECT TEAM LEADS

Marty Cristofaro, PE, RPLS (Vice-President) will serve as the Principal for this project. Mr. Cristofaro has committed his 36-year career to provide the highest quality solutions for public and private clients. Throughout his years of service, he has led projects in all phases including planning, permitting, program management, project management, project engineering, engineering analysis and design, quality assurance/quality control (QA/QC), drawing and specification development, surveying, environmental assessment, land acquisition, cost estimation, and scheduling. Mr. Cristofaro's experience includes water supply storage, transmission and distribution facilities, open-channel and closed-conduit systems, flood management facilities, utility relocations, and roadways. Mr. Cristofaro is currently leading the Disaster Recovery Program for Harris County Flood Control District.

Christopher Fenner, PE – Vice President (Program Manager/Civil Engineer/Grants Coordinator): will serve as the Program Manager and Grants Team Coordinator for this project. Mr. Fenner is well versed in working with the intricacies of several federal grant funding programs, including FEMA's Public Assistance Program and Hazard Mitigation Grant Program, NRCS's Emergency Watershed Protection Program, and HUD's Community Development Block Grant Program. He has served in key management roles on several of the disaster recovery programs managed by SCG for several agencies in Louisiana and Texas. Mr. Fenner has worked to bridge the gap between federal, state, and local agencies to create clear lines of communication and cooperation that help to facilitate recovery from some of the costliest disasters in US history, including Hurricanes Katrina and Harvey. He also understands that the most important aspect of federal grant management is documentation. He is currently serving as the Program Manager responsible for all grant funding as part of the Harris County Flood Control District Disaster Recovery Program where he manages over \$1.3 billion in recovery and mitigation grants through a variety of state and federal programs. As a Project Manager, Mr. Fenner has tackled several complex multi-million-dollar projects including the construction of a \$15M state-of-the-art hangar and the \$16M historic renovation of the art-deco terminal building at New Orleans Lakefront Airport.

Dale Viola Jr., NEMAA will serve as the primary Mitigation Specialist for the SCG team. Mr. Viola is a career emergency manager with extensive experience in a variety of federal and state grant programs. Mr. Viola joined SCG after working for FEMA, where he served on 10 Major Disaster Declarations in Louisiana, California, Texas, Florida and Puerto Rico. Mr. Viola was embedded with FEMA Public Assistance and Mitigation sections to support state, local, and tribal nation stakeholders through all stages of Response, Recovery and Mitigation efforts. Prior to FEMA, he has years of public sector experience in disaster management, public grants, and technology integration. At Stuart Consulting Group, his broad knowledge of federal assistance processes maximizes client outcomes and maintains compliance with laws and program standards. In light of increased scrutiny of federal programs, Mr. Viola utilizes geospatial analysis, digital records, and database expertise to accommodate new systems for administering federal assistance programs throughout the award process. On the Harris County Flood Control District Disaster Recovery Program, Mr. Viola's analysis of pre- and post-disaster geospatial data was instrumental in the ~\$250M of FEMA assistance to remove Hurricane Harvey sediment from channels across the County. He has also developed numerous successful benefit cost analyses to support mitigation efforts through various FEMA-funded programs.

PROPOSED PROJECT TEAM LEADS

Dale Viola Jr., NEMAA (continued) Mr. Viola has completed the National Emergency Management Advanced Academy and is currently serving as the Louisiana State Representative for the International Association of Emergency Managers (IAEM) – USA Region 6.

Duncan Loughridge - Grant Specialist, will serve as the primary Grant Specialist for the SCG team. While working with SCG, Mr. Loughridge has served as a senior level manager responsible for overseeing the firm's government services contracts for program and grant management. He lobbied the Louisiana delegation and engaged with FEMA and the FDA on behalf of clients to secure more than \$125 million in funding for infrastructure improvement projects. He's worked with SCG leadership to successfully recruit new clients and expand business development as well as overseeing budgets and cost controls, project implementation, and company staffing issues. Mr. Loughridge is a seasoned and dynamic management professional with more than 22 years of background in disaster recovery, political affairs and business development. He has a broad wealth of experience in managing grants through the FEMA Public Assistance, CDBG-DR and CDBG-MIT programs. Mr. Loughridge excels in managing numerous priorities and crisis situations.

Amy Wing will complete the SCG grant leadership team serving as the primary subject matter expert for program compliance. Ms. Wing is a Professional Disaster Recovery Specialist with more than 16 years of disaster management experience. She has worked on disasters in multiple states including Louisiana, Florida and Texas. Ms. Wing also works on environmental issues involving floodplain/wetland management and environmental historical preservation. She is familiar with FEMA's Record of Environmental Consideration and required Eight Step Plan processes for Floodplain/Wetland Management. Ms. Wing has successfully assisted applicants in recovering millions of dollars in federal disaster assistance funds by managing Public Assistance grants, prepared dozens of Detailed Expense Review and Closeout Packages. Her Public Assistance experience also includes review and preparation of FEMA Project Worksheets, Cost Estimates, Quarterly Reports and Department of Homeland Security Office of the Inspector General audits. She is well versed in the new FEMA Grants Manager and Grants Portal Tool as well as with the States of Louisiana and Texas Grants Management Systems.



In addition to the team leads listed above, Quiddity Engineering, LLC will provide the team with a combination of grant-based and technical-based support services. Alan Black, PE will serve as the primary point of contact for the Quiddity team and will also work closely with our grants team leadership to provide high-level funding strategy planning. SCG and Mr. Black have worked extensively together since 2017 to identify, seek and successfully obtain hundreds of millions of federal and state dollars for the Harris County Flood Control District. We look to bring that same collaborative effort to bear for Fort Bend County Drainage District's ongoing and future grant pursuits. In addition to grant planning services, Quiddity's team will also provide the DRP with a vast array of well-qualified engineering and surveying professionals, if required.

PROPOSED PROJECT TEAM MEMBERS

Our Commitment

Our commitment to the Fort Bend County Drainage District is to deliver the maximum funding possible in the most efficient manner possible. Our mission is to not only assist the Drainage District with their funding pursuits, but to enhance the lives of its citizens by facilitating speedy repairs and enhanced mitigation solutions.

PROPOSED PROJECT TEAM MEMBERS

INDIVIDUAL EXPERIENCE: RESUMES

EDUCATION

UNIVERSITY OF HOUSTON
B.S. Civil Engineering

**PROFESSIONAL
REGISTRATION**

Professional Engineer, Civil,
State of Texas PE 84614
Professional Engineer, Civil,
State of Arizona PE 46066
Registered Land Surveyor
State of Texas, 4891

**PROFESSIONAL
CERTIFICATION**

Certified Floodplain Manager
Texas, #1519-09N

DISASTER EXPERIENCE

DR 4269 TX Tax Day Flood
DR 4332 Hurricane Harvey
DR 4466 Tropical Storm Imelda

Mr. Cristofaro is the Project Director of the Public Works Practice and since the beginning has provided project planning, management, administration, design, construction, and client relations. His planning experience includes the establishment of large scale government Capital Improvement Programs for the design and construction of storm water facilities such as regional detention basins, channel rectification, flood plain reduction, and elimination of hazardous storm water crossings. His management experience includes the oversight of multiple Consultant contracts on behalf of local government authorities including the establishment of Scope, Fee, Design Criteria, coordination with multiple public jurisdictions, inter-agency coordination, State and Federal Agencies from conception to use by the public. In addition, Mr. Cristofaro has administered the budgets, schedules, change management, public involvement, dispute resolution, quality control and assurance, and value engineering for numerous governmental agencies. With his long tenure working with and alongside various government entities, he understands the complex nature of balancing the desires of the community while working within an established budget.

PROJECT SELECTION

PROGRAM MANAGER | DISASTER RECOVERY PROGRAM |
HARRIS COUNTY FLOOD CONTROL DISTRICT
Houston, TX

PROGRAM MANAGER | LITTLE CYPRESS CREEK FRONTIER PRO-
GRAM | HARRIS COUNTY FLOOD CONTROL DISTRICT
Houston, TX

PROJECT MANAGER | HURRICANE HARVEY DISASTER COST RECOV-
ERY FOR STORM WATER PUMP STATIONS
CITY OF HOUSTON
Houston, TX

PROJECT MANAGER | BABE ZAHARIAS GOLF COURSE AND LAKE
ARTHUR DETENTION BASINS | CITY OF PORT ARTHUR
Port Arthur, TX

*THE FOLLOWING PROJECTS WERE WITH OTHER FIRMS:

PROJECT MANAGER | DAIRY ASHFORD PAVING AND DRAINAGE
FROM MEMORIAL DRIVE TO BUFFALO BAYOU | CITY OF HOUSTON
Houston, TX

PROJECT MANAGER | WIRT ROAD DRAINAGE AND PAVING IH 10 TO
KEMPWOOD | CITY OF HOUSTON
Houston, TX

PROGRAM MANAGER | BEXAR COUNTY FLOOD CONTROL DIVISION
CIP PROGRAM | BEXAR COUNTY
San Antonio, TX

EDUCATION

LOUISIANA STATE UNIVERSITY
B.S. Civil Engineering

PROFESSIONAL REGISTRATION

Professional Engineer, Civil,
State of Louisiana PE 38566
Professional Engineer, Civil,
State of Mississippi, PE 26859
Professional Engineer, Civil,
State of Texas PE 122835

PROFESSIONAL CERTIFICATION

ATSSA – Traffic Control Supervisor
(LA State Specific)
ATSSA – Traffic Control Technician
(LA State Specific)
LADOTD Flagger Certification

DISASTER EXPERIENCE

DR 1603 Hurricane Katrina
DR 1786 Hurricane Gustav
DR 4080 Hurricane Isaac
DR 4223 TX Memorial Tax Day
Flood
DR 4269 TX tax Day Flood
DR 4332 Hurricane Harvey
DR 4466 Tropical Storm Imelda
DR 4577 Hurricane Zeta
DR 4611 Hurricane Ida

Mr. Fenner is well versed in working with the intricacies of federal grant funding programs, specifically post-disaster assistance programs such as FEMA's Public Assistance Program and Hazard Mitigation Grant Program, NRCS's Emergency Watershed Protection Program, and HUD's Community Development Block Grant Program. He has served in key management roles on several of the disaster recovery programs managed by Stuart Consulting Group for several agencies in Louisiana and Texas. Mr. Fenner has worked to bridge the gap between federal, state, and local agencies to create clear lines of communication and cooperation that help to facilitate recovery from some of the costliest disasters in US history, including Hurricanes Katrina and Harvey. He also understands that the most important aspect of federal grant management is documentation. As a Project Manager, Mr. Fenner has tackled several complex multi-million-dollar projects including the construction of a \$15M state-of-the-art hangar and the \$16M historic renovation of the art-deco terminal building at New Orleans Lakefront Airport. Through the management and documentation compiled by Mr. Fenner, both of these projects were entirely reimbursable by FEMA. As Deputy Program Manager for the Harris County Flood Control District, Mr. Fenner is currently managing over \$500M of federal disaster assistance grants across 4 active disasters with another \$750M+ expected to be awarded.

PROJECT SELECTION

DEPUTY PROGRAM MANAGER | DISASTER RECOVERY PROGRAM HARRIS COUNTY FLOOD CONTROL DISTRICT

Houston, TX

PROGRAM MANAGER | HURRICANE KATRINA RECOVERY PROGRAM CITY OF SLIDELL

Slidell, LA

FEMA GRANT SPECIALIST | DISASTER MITIGATION FOR WASTEWATER FACILITIES INDUCED BY HURRICANE HARVEY, PACKAGE 4 CITY OF HOUSTON

Houston, TX

FEMA GRANT SPECIALIST | MITIGATION FOR SEWER LIFT STATIONS – HURRICANE HARVEY CITY OF FRIENDSWOOD

Friendswood, TX

PROGRAM MANAGER | DISASTER RECOVERY PROGRAM LAKEFRONT MANAGEMENT AUTHORITY

New Orleans, LA

DALE VIOLA, JR.

STUART CONSULTING GROUP, INC | METAIRIE, LA | GRANT SPECIALIST

EDUCATION

LOUISIANA STATE AGRICULTURAL & MECHANICAL UNIVERSITY

B.S Science
Disaster Science & Management

DISASTER EXPERIENCE

DR 4041 LA Severe Storms, Tornadoes, Straight-line Winds & Flooding
DR 4223 TX Memorial Day Flood
DR 4223 TX Severe Storms, Tornadoes, Straight-line Winds & Flooding
DR 4269 TX Tax Day Flood
DR 4277 LA Severe Storms & Flooding
DR 4301 California Severe Storms, Flooding & Mudslides
DR 4302 Hoopa Valley Tribe Severe Winter Storm
DR 4305 California Severe Storms, Flooding & Mudslides
DR 4308 California Severe Storms, Flooding & Mudslides
DR 4312 Resighini Ranchera Flooding
DR 4332 Texas Hurricane Harvey
DR 4336 Puerto Rico Hurricane Irma
DR 4337 Florida Hurricane Irma
DR 4339 Puerto Rico Hurricane Maria
EM 3381 CA California Potential Failure of Spillway Oroville Lake
DR 4577 Hurricane Zeta
DR 4611 Hurricane Ida

As a career emergency manager, Dale Viola Jr came to Stuart Consulting Group following his tenure with FEMA, where he worked 10 Major Disaster Declarations in Louisiana, California, Texas, Florida and Puerto Rico. Mr. Viola was embedded with FEMA Public Assistance and Mitigation sections to support state, local, and tribal nation stakeholders through all stages of Response, Recovery and Mitigation efforts. At the beginning of Hurricane Harvey, Dale was deployed with FEMA Urban Search & Rescue (US&R) to support lifesaving operations in the city of Houston, TX and surrounding counties. He would go on to serve with FEMA US&R during Hurricane Irma in Florida and Hurricane Maria in Puerto Rico. Prior to FEMA, he has years of public sector experience in disaster management, public grants, and technology integration.

At Stuart Consulting Group, his broad knowledge of federal assistance processes maximizes client outcomes and maintains compliance with laws and program standards. In light of increased scrutiny of federal programs, Mr. Viola utilizes geospatial analysis, digital records, and database expertise to accommodate new systems for administering federal assistance programs throughout the award process. On the Harris County Flood Control District Disaster Recovery Program, Mr. Viola's analysis of pre- and post-disaster geospatial data was instrumental in the ~\$250M of FEMA assistance to remove Hurricane Harvey sediment from channels across the County. He has also crafted multiple successful appeals to FEMA for our clients.

PROJECT SELECTION

GRANT SPECIALIST | DISASTER RECOVERY PROGRAM | HARRIS COUNTY FLOOD CONTROL DISTRICT
Houston, TX

GRANT SPECIALIST | HURRICANE KATRINA RECOVERY PROGRAM
CITY OF SLIDELL
Slidell, LA

GRANT SPECIALIST | DISASTER RECOVERY PROGRAM
LAKEFRONT MANAGEMENT AUTHORITY
New Orleans, LA

GRANT SPECIALIST | 2016 TAX DAY FLOOD DISASTER RECOVERY ASSISTANCE | TIMBER LANE UTILITY DISTRICT
Spring, TX

THE FOLLOWING PROJECTS WERE PRIOR TO JOINING SCG

GEOSPATIAL INTELLIGENCE UNIT MANAGER | FEDERAL EMERGENCY MANAGEMENT AGENCY

Louisiana, California, Texas, Florida & Puerto Rico
Federal Urban Search & Rescue GIS Support (Hurricane Harvey, Hurricane Irma, Hurricane Maria)

FEDERAL EMERGENCY MANAGEMENT AGENCY
Louisiana, California, Texas, Florida & Puerto Rico

AMELIA WING

STUART CONSULTING GROUP, INC | METAIRIE, LA | GRANTS SPECIALIST

EDUCATION

SAN DIEGO STATE UNIVERSITY
B.S. Biology

PROFESSIONAL ASSOCIATIONS

Institute of
Environmental
Communications Fellow

Certified Master
Naturalist

DISASTER EXPERIENCE

DR 1603 Hurricane Katrina
DR 1786 Hurricane Gustav
DR 4080 Hurricane Isaac
DR 4223 TX Memorial Day Flood
DR 4277 LA Severe Storms
& Flooding
DR 4269 TX Tax Day Flood
DR 4283 Hurricane Matthew
DR 4332 Hurricane Harvey
EM 3392 Tropical Storm Nate
DR 4466 Tropical Storm Imelda
DR 4577 Hurricane Zeta
DR 4611 Hurricane Ida

Ms. Wing is a Professional Disaster Recovery Specialist with more than 15 years of disaster management experience. She has worked on disasters in multiple states including Louisiana, Florida and Texas. Ms. Wing also works on environmental issues involving floodplain/wetland management and environmental historical preservation. She is familiar with FEMA's Record of Environmental Consideration and required Eight Step Plan processes for Floodplain/Wetland Management. Ms. Wing has successfully assisted applicants in recovering millions of dollars in federal disaster assistance funds by managing Public Assistants grants, prepared dozens of Detailed Expense Review and Closeout Packages. Her Public Assistance experience also includes review and preparation of FEMA Project Worksheets, Cost Estimates, Quarterly Reports and Department of Homeland Security Office of the Inspector General audits. She is well versed in the new FEMA Grants Manager and Grants Portal Tool as well as with the States of Louisiana and Texas Grants Management Systems.

PROJECT SELECTION

GRANT SPECIALIST | DISASTER RECOVERY PROGRAM |
HARRIS COUNTY FLOOD CONTROL DISTRICT
Houston, TX

GRANT SPECIALIST | HURRICANE KATRINA RECOVERY PROGRAM
CITY OF SLIDELL
Slidell, LA

GRANT SPECIALIST | DISASTER RECOVERY PROGRAM
LAKEFRONT MANAGEMENT AUTHORITY
New Orleans, LA

GRANT SPECIALIST | HURRICANE KATRINA DISASTER RECOVERY
ASSISTANT & GRANT CLOSEOUT | LAFON NURSING FACILITY OF THE
HOLY FAMILY
New Orleans, LA

GRANT SPECIALIST | HURRICANE KATRINA GRANT CLOSEOUT |
CITY OF THIBODAUX,
Thibodaux, LA

GRANT SPECIALIST | HURRICANE KATRINA GRANT CLOSEOUT |
ST. BERNARD PARISH
St. Bernard, LA

EDUCATION

UNIVERSITY OF SOUTH ALABAMA

B.A. Business Administration

DISASTER EXPERIENCE

DR-1603-LA Hurricane Katrina
DR-1604-MS Hurricane Katrina
DR-4393-NC Hurricane Florence
DR-4465-NC Hurricane Dorian
DR-4464-SC Hurricane Dorian
DR-4394-SC Hurricane Florence
DR-4412-NC Tropical Storm Michael
DR-4332-TX Hurricane Harvey
DR-4385-CT Severe Storms
DR-4386-IA Severe Storms and Flooding
DR-4404-MP Super Typhoon Yutu
DR-4317-MO Severe Storms and Flooding
DR-4338-GA Hurricane Irma
DR-4329-NH Severe Storms and Flooding
DR-4330-VT Severe Storms and Flooding
DR-4346-SC Hurricane Irma
DR-4337-FL Hurricane Irma
DR-4343-WI Severe Storms and Flooding
DR-4344-CA Wildfires
DR-4350-MS Hurricane Nate
DR-4347-KS Severe Storms and Flooding
DR-4353-CA Wildfires
DR-4357-AS Tropical Storm Gita
DR-4355-NH Severe Storms and Flooding
DR-4354-ME Severe Storms and Flooding
DR-4365-HI Severe Storms and Flooding
DR-4360-OH Severe Storms and Flooding
DR-4361-KY Severe Storms and Flooding
DR-4363-IN Severe Storms and Flooding
DR-4362-AL Severe Storms and Flooding
DR-4358-KY Severe Storms and Flooding
DR-4375-NE Severe Winter Storm
DR-4380-VT Severe Storms and Flooding
DR-4395-HI Hurricane Lane

While working with SCG, Mr. Loughridge has served as a senior level manager responsible for overseeing the firm's government services contracts for program and grant management. He lobbied the Louisiana delegation and engaged with FEMA and the FDA on behalf of clients to secure more than \$125 million in funding for infrastructure improvement projects. He's worked with SCG leadership to successfully recruit new clients and expand business development as well as overseeing budgets and cost controls, project implementation, and company staffing issues.

Mr. Loughridge is a seasoned and dynamic management professional with more than 22 years of background in disaster recovery, political affairs and business development. He is an experienced FEMA Public Assistance grant writer both as a FEMA subcontractor and as an applicant representative. He is proficient in FEMA Grants Manager, preparing client materials, marketing documents, and work product for external meetings, public events, and hearings. Mr. Loughridge excels in managing numerous priorities and crisis situations.

PROJECT SELECTION

**GRANT MANAGER | DISASTER RECOVERY PROGRAM
HARRIS COUNTY FLOOD CONTROL DISTRICT**
Houston, TX

**PROGRAM MANAGER | CITY OF COVINGTON: DEBRIS REMOVAL
MONITORING (MARCH FLOOD 2016)**
Covington, LA

**PROGRAM MANAGER | HURRICANE KATRINA RECOVERY PROGRAM
CITY OF SLIDELL**
Slidell, LA

**PROGRAM MANAGER | DISASTER RECOVERY PROGRAM
LAKEFRONT MANAGEMENT AUTHORITY**
New Orleans, LA

**GRANT MANAGER | LAFON NURSING FACILITY OF THE HOLY
FAMILY HURRICANE KATRINA DAMAGES**
New Orleans, LA

Mr. Loughridge obtained the following experience while working for other firms.

COSTING SPECIALIST – CRC CENTRAL FEMA Public Assistance - TAC IV

- Accomplished Public Assistance grant writer with in-depth knowledge of public assistance policy across all categories of work and experience with specialization in drafting CAT C roads and CAT D drainage projects and the nuances of the eligible scope application.
- Drafted FEMA Public Assistance Projects in new Project delivery model serving both in the capacity of a costing specialist writing Standard Lane and as a validation specialist writing completed lane projects for CAT A-G projects. Drafted 160+ version 0 projects valued for \$500+ million in 28 months on task order.
- Working understanding of the FEMA's new project delivery model and Grants Manager relational database.



14+ YEARS
of Industry Experience

<1 YEAR
with Quiddity

EDUCATION
BS Civil Engineering,
Georgia Institute of Technology

REGISTRATIONS
Licensed Professional Engineer,
Texas No. 90088

Alan R. Black, PE

GRANTS PROPOSAL & FUNDING MANAGER

Alan spent the first half of his career working as a consultant for public projects, before serving the last 14 years at the Harris County Flood Control District, culminating with a Commissioners Court appointment as Interim Executive Director where he lead a team of 350+ through significant leadership turnover. During this time he was successful in securing more than \$1.4 billion in local, state and federal partnership funds as part of a \$5 billion bond program.

RELEVANT EXPERIENCE

CONGRESSIONALLY DIRECTED FUNDS

Project Lead | Harris County Flood Control District | Harris County, TX
As a representative of HCFCF, Alan lead outreach to the local Congressional delegation for development of FY22 and FY23 Congressionally directed appropriations known as “Community Project Funding,” otherwise known as earmarks. Over two federal budget cycles, these efforts yielded \$63.8 million in earmark funding through four different members of Congress. Coupled with \$22.2 million in required local match, these projects will bring \$86 million in flood risk mitigation projects to residents of Harris County.

HARRIS COUNTY FLOOD BOND PROGRAM

Operations Director | Harris County Flood Control District | Harris County, TX
In August of 2018, Harris County voters approved a \$2.5 billion bond program, including a \$5 billion portfolio of projects. Prior to that, Harris County Flood Control District’s annual Capital Improvement Program budget was \$60 million. In the first two years after the bond was approved by voters, Alan oversaw a nearly tenfold increase in output through a balance of improved efficiency, additional FTE’s, and staff augmentation, resulting in monthly expenditures of \$40 million.

NRCS EWP PILOT PROGRAM GRANT

Operations Director | Harris County Flood Control District | Harris County, TX
As Director of Operations with HCFCF, Alan developed and lead an initiative with the Natural Resource Conservation Service (NRCS) on a pilot initiative through the Emergency Watershed Protection Program (EWP). By flipping the traditional funding model used in the EWP, we secured \$28 million to construct three different stormwater detention basins using property already acquired through previous home buyout areas. At the same time meeting EWP goals of floodplain restoration, resulting in areas returned to the floodplain using native plantings.

Alan R. Black, PE

GRANTS PROPOSAL & FUNDING MANAGER

PHASE 1 TUNNEL STUDY FUNDING

Operations Director | Harris County Flood Control District | Harris County, TX

The Economic Development Administration (EDA) can be appropriated funds associated with disasters intended for recovery with an emphasis on economic development. He worked with EDA to secure funding for the first phase of a study of large diameter underground stormwater conveyance tunnels, what could be a multi-billion project. The key was in finding the right way to tell the story, which in this case was a first phase study could lead to thousands of construction jobs.

LEGISLATIVE OBSTACLES

Operations Director | Harris County Flood Control District | Harris County, TX

As part of leading the effort to secure funding from local, state and federal partners, Alan worked to identify policy and legislative obstacles to partner funding. FEMA BRIC has and will award billions of dollars across the country, but Texas stands to be shut out due to lack of adoption of updated building codes. The NRCS and FEMA do not always see eye to eye on responsibilities for recovery. In pursuit of resolving issues like this, he has developed information simplifying the issues and presented to elected officials including State and Congressional Representatives to either clear hurdles or develop ways to navigate the process to achieve a common goal.

CDBG-DR/MIT STRATEGIES

Operations Director | Harris County Flood Control District | Harris County, TX

Through the course of multiple CDBG funding appropriations after Hurricane Harvey in 2017, Alan developed strategies to align the right project in HCFCD's portfolio with either CDBG DR or MIT funding. The key being to align CDBG requirements (such as LMI) to the right project, in the right area, that was also at the right stage in the project life cycle. It wasn't realistic to expect CDBG funds for a project already under construction due to the approval requirements in place. In doing so, we were successful in securing more than \$42 million for studies and projects across the county.

COST

COST

COST

The following table was provided in the Request for Proposals and has been completed by including our team's proposed not-to-exceed percentage factor for each of the grant amount ranges listed below. It is understood that these percentages are not-to-exceed caps and that compensation for specific effort may be negotiated on a task basis.

Grant Amount	Percentage Factor
\$0 - \$249,999	10%
\$250,000 - \$749,999	8%
\$750,000 - \$1,000,000	6%
\$1,000,001 - \$10,000,000	6%
\$10,000,001 - \$25,000,000	5%
\$25,000,001 - \$50,000,000	4%
\$50,000,001 - \$100,000,000	4%
\$100,000,001 +	3%

REFERENCES

REFERENCES

REFERENCES

SCG works hard to exceed expectations and ensure that all client needs are met. As a result, we are pleased to provide the following list of references. Additional references can be provided upon request.

Scott Elmer, Chief Partnerships and Programs Officer
Harris County Flood Control District
P: 346-286-4000
E: scott.elmer@hcfcd.hctx.net

Mike Noto, Deputy Chief Administrative Officer
City of Slidell
P: 985-646-4333
E: mnoto@cityofslidell.org

Louis Capo, Executive Director
Lakefront Management Authority
P: 504-355-5990
E: director@nolalakefront.com

Dr. Milton Rahman, Executive Director & County Engineer
Harris County Engineering Department
P: 713-274-3600
E: Milton.Rahman@harriscountytexas.gov

Tanu Hiremath, Managing Engineer - Transportation and Drainage Operations
City of Houston
P: 832-395-2291
E: Tanu.hiremath@houstontx.gov

Alfred "Bud" Gessel, Director/General Manager Parks
Timberlane Utility District
P: 832-265-0226
E: budgessel@outlook.com

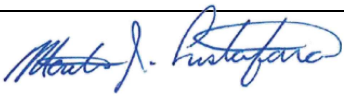
REQUIRED FORMS



Jaime Kovar
Purchasing Agent

Vendor Information

Office (281) 341-8640

Legal Company Name (top line of W9)				
Business Name (if different from legal name)				
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?	
Federal ID # or S.S. #	SAM.gov Unique Entity ID #			
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/ZipC				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<u>Cert Date</u> _____ _____ _____ _____	<u>Exp Date</u> _____ _____ _____ _____
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Stuart Consulting Group
Houston, TX United States

Certificate Number:
2024-1139493

Date Filed:
03/27/2024

Date Acknowledged:
10/22/2024

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

Fort Bend County

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 24-038
Drainage Grant Consultant

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martin, Thomas	Metairie, LA United States	X	
	Fenner , Christopher	Metairie, LA United States	X	
	Cristofaro, Martin	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

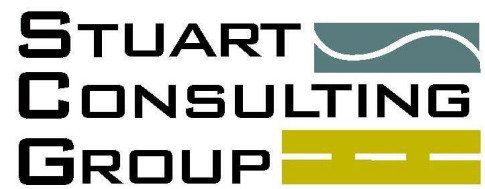
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" 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 _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[City and State]

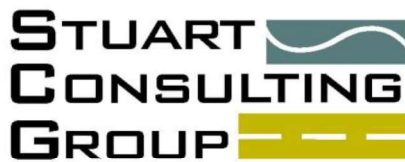


Prepared for :

FORT BEND COUNTY
PURCHASING DEPARTMENT
TRAVIS ANNEX
301 JACKSON, SUITE 201
RICHMOND, TX 77469

Presented by :

STUART CONSULTING GROUP, INC.
1018 CENTRAL AVENUE, SUITE 200
METAIRIE, LA 70001
504.888.5733



1018 Central Avenue, Suite 200
Metairie, LA 70001
P: (504) 888-5733 | F: (504) 962-0931

www.StuartConsultingGroup.com

13105 Northwest Freeway, Suite 1100
Houston, Texas 77040
P: (346) 241-0400 | F: (504) 962-0931

June 11, 2024

Mr Ali Hasanali
Chief of Staff - Fort Bend County Precinct 4
1517 Eugene Heimann Circle, Suite #300
Richmond, Texas 77469

RE: Grant Consulting and Administration Services for
Fort Bend County Drainage District
SCG Project No. M190-24-01

Dear Mr. Hasanali:

We understand that at the May 14 meeting of the Fort Bend County Commissioners Court, the Court discussed selection of Stuart Consulting Group, Inc. (SCG) as the most highly qualified respondent for RFP 24-038 for Grant Consulting and Administration Services for Fort Bend County Drainage District. In follow up to our discussion, we understand that the Fort Bend County Purchasing Department has asked for verification of pricing and confirmation of the primary point of contact for SCG. At this time, SCG is comfortable proceeding with the pricing table included in SCG's response to RFP 24-038 based on the scope of services outlined in the RFP. The primary point of contact for SCG on this project will be me, as listed below.

Chris Fenner, P.E.
Vice President
13105 Northwest Freeway, Suite 1100
Houston, Texas 77040
P: 346-241-0400 | C: 504-235-2766 | F: 504-962-0931
Email: chrisf@stuartconsultinggroup.com

Should you or the Purchasing Department have any questions or concerns, please do not hesitate to reach out to me by phone or email.

Sincerely,
STUART CONSULTING GROUP, INC.

A handwritten signature in blue ink, appearing to read "Chris Fenner", is written over a light blue horizontal line.

Chris Fenner, P.E.
Vice President

Cc: Mark Vogler, Fort Bend County Drainage District

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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RFP 24-038
Drainage Grant Consultant

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martin, Thomas	Metairie, LA United States	X	
	Fenner , Christopher	Metairie, LA United States	X	
	Cristofaro, Martin	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

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

Signature of authorized agent of contracting business entity
(Declarant)